Contracts/Private Service Providers (PSP)/Consultants

EXECUTIVE SUMMARY

Submitted for Board Information MO/DD/YYYY

<table>
<thead>
<tr>
<th>Dates of Service</th>
<th>Vendor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017-18 yr.</td>
<td>Brad Williams/Evergreen Therapy</td>
<td>$65.00/hr.</td>
</tr>
<tr>
<td>2017-18 yr.</td>
<td>ProActive Advantage LLC</td>
<td>$32-$26.00/hr.</td>
</tr>
<tr>
<td>2017-18 yr.</td>
<td>Positive Connections LLC</td>
<td>$32.00/hr.</td>
</tr>
<tr>
<td>2017-18 yr.</td>
<td>Soliant Health, Inc.</td>
<td>$69-$51.00/hr.</td>
</tr>
<tr>
<td>2017-18 yr.</td>
<td>Nikki Stevens, Occupational Therapist</td>
<td>$65.00/yr.</td>
</tr>
<tr>
<td>2017-18 yr.</td>
<td>A Caring Hand Home Health Care</td>
<td>$45.00-$17.00/hr.</td>
</tr>
<tr>
<td>2017-18 yr.</td>
<td>PBIS Rewards</td>
<td>$1,750.00</td>
</tr>
</tbody>
</table>

NOTE: Per Board Policy 5725: "The District encourages the use of private service providers and professional consultants as resource individuals when such consultative services will be helpful in the improvement of the educational program of the District. The District, through the Superintendent as its designee, may enter into contracts with private service providers and/or consultants to provide necessary services to students." In no event shall such agreement exceed twelve (12) calendar months."
THIS AGREEMENT, entered into on this ____day of 2017, between Brad Williams, Physical Therapist, Twin Falls, Idaho (hereinafter known as "Provider") and Twin Falls School District, Twin Falls, Idaho (hereinafter known as "District") for the calendar school year 2017-2018.

The parties to this agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

ARTICLE 1. TERMS OF AGREEMENT
The period of this agreement will commence on the 17th of August, 2017 and remain in effect until the 17th day of August, 2018.

ARTICLE 2. RELATIONSHIP OF PARTIES
In performing services under Agreement, Provider is and shall at all times remain an independent contractor of the District. Nothing herein is to be construed as establishing an employer-employee relationship.

ARTICLE 3. CONFIDENTIALITY OF PARTIES
Provider agrees that all information regarding services provided pursuant to this Agreement, including, but not limited to, the student's identity and the nature of services rendered, shall be confidential. Provider is prohibited from disclosing any information obtained as a result of rendering services pursuant to this agreement to any individual not authorized by the District without parental consent.

ARTICLE 4. REPORTING OF ABUSE, ABANDONMENT OR NEGLECT
Provider acknowledges its obligation to comply with Idaho Code 16-1601, et seq. and report within 24 hours, any suspected abuse, abandonment, or neglect of a child to the Building Administrator. The building administrator will assist with further reporting.
ARTICLE 5. PROVIDER LICENCE
For the duration of the contract, the provider will maintain in effect and have in possession, all applicable licenses required by state and federal laws for Physical therapists. Provider will supply support services with a current copy of said license each year.

ARTICLE 6. INSURANCE AND LIABILITY
Provider shall be solely liable for any loses or damages resulting from Provider's performance of any of the services covered by this agreement. Provider shall indemnify and hold harmless the District from any liability including, but not limited to, costs, expenses, and attorney's fees resulting from Provider's performance of the services provided under this agreement. Provider's Worker's Compensation Policy and Proof of liability insurance shall be submitted to the district within one month of the date of this agreement. Provider will provide the district with a copy of $1,000,000,000, liability insurance naming Twin Falls School District as insured.

ARTICLE 7. AMENDMENT/TERMINATION
This Agreement may be amended at any time with the prior written mutual consent of both parties. Any and all amendments to this Agreement shall be in writing. Additionally, either party may terminate this Agreement within 30 days written notice.

ARTICLE 8. NON-DISCRIMINATION
The parties hereby agree that no person shall on the grounds of race, color, creed, national origin, sex, age, or disability, be excluded from or denied participation in, or otherwise subjected to discrimination under any activity performed pursuant to this Agreement.

ARTICLE 9. SCOPE AND SEQUENCE OF SERVICES
Provider agrees to provide services to Twin Falls School District students who qualify for Physical therapy via an IEP team process. Provider will supply services as described in the student's IEP. If the provider will be unavailable for a day, provider agrees to contact the schools and Support Services. Provider will complete timely student evaluations as directed by the evaluation team. Provider will complete eligibility report for Physical therapy. Provider will attend IEP meetings as requested by the IEP team. Provider will complete detailed student service reports, due to Support Services by the 5th of each month. Student progress reports will be completed and given to support services to be placed in student files each grading quarter. A detailed service statement will be delivered to Support Services before the 6th of each month for services rendered. If the statement arrives after the 6th payment will be paid the following month.

ARTICLE 10. DISTRICT OBLIGATION
Twin Falls School District will provide notice to the provider of meetings and evaluations. The district will provide Topic Training and professional development training which provider may attend at his/her own cost. A computer will be available to use at Support Services to complete district required student paperwork.
ARTICLE 11. COMPENSATION FOR SERVICES
Provider shall be compensated in the amount of $65.00 per hour, payable after the statements are presented and approved by the Board of Trustees each month.

Provider will be compensated for 20 hours of service per week up to 30 hours per week as case load increases. If Provider requires more than 30 hours per week, authorization will need obtained in writing from the Director of Support Services.

Checks will be released and sent out from the Twin Falls School District office.

8/17/17 8/17/17
Date Date

Physical Therapist

Mike Gemar
Support Services Director
Twin Falls School District
301 Main Ave. E.
Twin Falls, ID 83301
This Contractual Agreement is entered into between Twin Falls School District #411 (hereinafter referred to as "District") and ProActive Advantage, 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) plan; and

Whereas, the Contractor is duly licensed or qualified and able to provide related services to the District's students;

It is hereby agreed by both parties that:

DURATION OF AGREEMENT:
The period of this Contractual Agreement will commence on the 17th day of August, 2017, and remain in effect until the 16th day of August, 2018. This Contractual Agreement is contingent upon the availability of funds of the District. This Contractual Agreement shall not exceed twelve (12) calendar months. At the discretion of the District, the Contractual Agreement will be renewed annually.

RELATIONSHIP OF PARTIES:
In performing services under this Contractual 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:
Provider shall render the professional services enumerated on Summary of Services, attached hereto and made a part of this Contractual Agreement as if set forth fully herein.

RECORD KEEPING:
Contractor shall be responsible for maintaining complete and accurate records documenting the professional services provided pursuant to this Contractual Agreement and shall provide copies of the records to the District within ten (10) working days of the date requested. Additionally, upon reasonable notice, the District shall have the right to review such records at any time during business hours, at Contractor's office.

CONFIDENTIALITY:
Provider agrees that all information regarding services provided pursuant to this Contractual Agreement, including, but not limited to, the students' identity and the nature of services rendered, shall be confidential pursuant to the Family Educational Records and Privacy Act (FERPA). Contractor is prohibited from disclosing any information obtained as a result of rendering services pursuant to this Contractual Agreement to any individual not authorized and directed by the District, without parent/guardian consent or consent of the student if 18 years of age or older.

REPORTING OF ABUSE, ABANDONMENT, OR NEGLECT:
Contractor acknowledges its obligation to comply with Idaho Code Section 16-1601, et seq., and report, within 24 hours, any suspected abuse, abandonment, or neglect of a child to the law enforcement agency or Idaho Department of Health and Welfare. Contractor also agrees to inform the District, within 24 hours, of such suspicion.

SERVICE DELIVERY: TIME AND PLACE:
Contractor shall perform services set forth in Summary of Services, unless the parties mutually agree to a modification of the time and place of service delivery.

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 invited to participate; 2) signed parental consent forms, as necessary; 3) identifying information regarding the client and the parent/guardian; and, 4) 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 Contractual Agreement shall require prior approval by the District Support Services Director in accordance with federal and state laws and regulations, local policies and procedures, and professional codes of conduct.
CONSENT/AUTHORIZATION TO ACCESS EDUCATIONAL RECORD INFORMATION OR PROTECTED HEALTH INFORMATION:
District and Contractor shall at all times require the written consent or authorization of the parent/guardian or adult student, if age of 18 years of age or older, for the disclosure of access to educational information pursuant to FERPA or protected health information pursuant to the Health Information Portability and Accountability Act (HIPAA) regarding the student, and shall maintain the confidentiality of that information consistent with the state and federal law and regulations.

PROFESSIONAL SERVICES:
The services rendered pursuant to this Contractual Agreement will be provided by individuals who are duly licensed to perform the services or supervised by a licensed/certified provider in accordance with applicable professional standards. Contractor agrees that all work pursuant to this Contractual Agreement will be performed in accordance with the highest professional standards. Written assurances will be provided to the District attesting that all employees who come into contact with students shall have been subject to a criminal background check at least as stringent as that required by Idaho Code 33-130 and policies of the District, and have been determined to not have a criminal background inconsistent with working with children. The District shall have the right to observe services being provided to the clients.

INSURANCE AND LIABILITY:
Contractor shall be solely liable for any losses or damages resulting from Contractor's performance of any of the services covered by this Contractual Agreement. Contractor shall indemnify and hold harmless the District from any liability, including, but not limited to, cost, expenses, and attorney fees, resulting from Contractor's performance of the services provided under this Contractual Agreement. Proof of insurance shall be submitted to the District within ten (10) days of the date of this Contractual Agreement.

ASSIGNMENT:
This Contractual 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 Contractual Agreement without the District's prior written consent.

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

TERMINATION:
This Contractual 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 Contractual Agreement, upon written notice, in the event funding for the District's program is no longer available or the specific services to this Contractual Agreement are modified or terminated for a student.

DEFAULT:
Upon default by either party, the non-defaulting party may cancel this Contractual Agreement immediately, upon notice and may pursue any and all available legal, equitable, and other remedies. The defaulting party shall be liable for any and all expenses that are incurred by the non-defaulting party as a result thereof, including, but not limited to, procuring substitute performance, legal fees, and other losses incurred due to the default.

TIME OF PERFORMANCE:
Time is of the essence in this Contractual Agreement; therefore, all times for performance of the obligations, as stated herein, shall be strictly complied with by the parties.

NON-WAIVER BREACH:
The failure of Contractor or the District to insist upon strict performance of any of the terms of this Contractual Agreement, or to exercise any option herein conferred in any or all instances, shall not constitute a waiver or relinquishment of any such term, but the same shall be and remain in full force and effect, unless such waiver is evidenced by the prior written consent of Contractor or the District.

NON-DISCRIMINATION:
The parties hereby agree that no person shall, on the grounds of race, color, creed, national origin, sex, age, or disability, be excluded from or denied participation in, or otherwise subjected to, discrimination under any activity performed pursuant to this Contractual Agreement:
SUMMARY OF SERVICES:
Contractor will comply with the district/school operational procedures and will fulfill the following services and responsibilities:

- Hire quality CBRS/BI workers to provide behavioral services requested by school district. Assure that CBRS/BI staff has the required training needed to keep and maintain licensure/certification.
- Contractor will complete background checks and check all Medicaid Exclusionary Lists for each CBRS/BI worker assigned to work in the school district.
- Contractor will provide the district with assurance that all licensure and certification of CBRS/BI staff is current.
- 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 for a school setting.
- Adhere to schedule—arrive and leave on time.
- Notify building case manager and Support Services if you will be absent (one day notice if possible).
- Adhere to the IEP/BIP written by the IEP team.
- Student must be picked up from and returned to an appropriate school staff person each visit if applicable.
- Remain in assigned location.
- Be knowledgeable about emergency procedures of the school and school district policies that pertain to the CBRS/BI and services provided.
- 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.
- Always speak calmly and respectfully to students, even when their behavior has escalated.
- 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 Support Services director and the student's case manager of any staffing changes within the agency that relates to the services indicated on this agreement.
- Notify the Support Services director in writing of any incidents that involve Twin Falls students immediately.
- Be cooperative when resolving conflicts with school/district staff.
- Provide CBRS staff to provide behavioral services in Day Treatment and STEP classrooms as well as all secondary schools.
- Provide staff for Day Treatment Summer School.
- Complete SDR's as required by the School District. Currently Twin Falls School district is not set up to use electronic records. SDR's will need to be kept in the format required by the District.
- SDR's will be turned into the District monthly with the supervision documentation. The District will provide the contractor with a schedule of when SDR's are due. If the month ends in the middle of the week, they will need to include the days of the new month for that week of service. Checks will be mailed to contractors from the District office.
- Attend continuing education.
- Provide supervision of CBRS/BI staff according to Medicaid and Twin Falls School district requirements. Provide documentation that supervision to Twin Falls School District monthly or as requested.
- Agency CBRS/BI staff will attend IEP meetings when invited by the district.
- Contractor will provide psychological diagnostic evaluation as requested by the district.

School/District responsibilities include:

- Respect the rights of contractor.
- Provide information regarding the procedures and schedule of the schools.
- Provide information on emergency procedures.
- When appropriate, invite service provider to specific student's IEP team meetings. Accommodate, within reason, Contractor's needs to fulfill the service review plan.
- Provide a positive climate and building environment to facilitate mutual assistance.
- Be cooperative when resolving conflicts between contractor and school staff.
- Work closely with the contractor for the success of TFSD students.
- Invite contracted agency to continuing education training, when applicable.
- Develop and monitor the IEP plan.
- The district will reimburse the agency a flat fee for completing paperwork.

The above items are not to be construed as all inclusive. Any concerns will be addressed according to the Dispute Resolution item in the Contractual Agreement.
Twin Falls School District #411
System of Care Protocol for Independent Contractors

1. **Protocol for Independent Contractors:**

The purpose of the System of Care is to establish a procedural protocol to assist Twin Falls School District #411 in collaborating for the delivery of related services provided by Independent Contractors in accordance to *The Children's Mental Services Act of 1998* and Medicaid Billing Policy for Rehabilitative Services in a school setting (IDAPA 16.03.09.245, IDAPA 16.03.10.124.05c & IDAPA 16.03.10.653.05c).

The primary objective is to assist Twin Falls School District #411 and independent contractors in implementing related service plan delivered to Medicaid eligible students with an Individual Educational Plan (IEP) on file within the school district. In addition to this the independent contractor must be approved through the Special Education Director's office and provide the following documentation:

1. Current Certificate of Liability Insurance
2. Proof of Worker's Compensation Coverage for agency personnel
3. Proof of insurance which includes Twin Falls School District within the coverage
4. Confirmation that individuals working in schools have current Criminal Background Check.

The school will be the lead agency for any student enrolled while that student is in school. Before the Independent Contractor may work with the student, a Contractual Agreement must be completed with the Special Education Director. Twin Falls School District requests that the Independent Contractors implement the IEP/BIP Plan as written by the IEP team.

Twin Falls School District must follow the privacy provisions set forth by FERPA, HIPPA, and Idaho Special Education Manual 2015 (for special education students). TFSD will need written authorization from the parent/guardian to share information with Private Service Providers.

II. Overview for Independent Contractors Working with Students

1. **Independent Contractor** means a person, group, agency, or organization that meets the following two conditions:

   a. Is not an employee of Twin Falls School District #411 or a public agency with legal jurisdiction over the circumstances related to their involvement with the student, and

   b. Is paid or reimbursed for services provided to the student through the established billing policy

   Examples of Private Services Providers may include Names, Assistive Technology Consultants, Orientation and Mobility Specialists, Physicians, Optometrists, Psychologists, Counselors, Service Coordinators, Behavioral Therapists, Developmental Disability Specialists, Speech Therapists, Occupational Therapists, Physical Therapists, Social Workers, Psychosocial Rehabilitation Specialists, and Education Consultants.

2. **Independent Contractor** will do the following in Twin Falls School District #411:

   a. Submit behavior notes, data, reports, or observations (when requested) to a school's IEP team for consideration related to the referral or an evaluation being conducted.

   b. Be invited to an IEP team meeting by the director

      i. The determination of eligibility for special education and the provision of a Free Appropriate Public Education (FAPE) are the responsibility of the IEP team and cannot be prescribed by any other entity.
All educational decisions regarding educational services, methodology, materials, and personnel are the responsibility of the school district.

c. Provide services in the schools to students under the terms of a contract with the school district. (See Independent Contractors Agreement)

   i. Contacts are established when the school district is paying for the services and describes the services, the role and responsibilities of the Independent Contractor with the evaluation team or school administration, and the frequency and duration of services; includes documentation of licensure/certification to perform the prescribed services; addresses issues related to liability, terms of payment; and states the provisions for changes or termination of the contract. (Example: District contracts for physical therapy services)

   ii. Contracted services to a student with a disability shall be included on the student's IEP plan.

d. Provide services to students on school grounds under the terms of Summary of Services with the school district. (See Summary of Services Form)

   e. Summary of Services is established to allow the services to take place on school property to benefit the student's progress in the general education curriculum. The Summary of Services shall describe the specific services provided, the responsibilities of the school and independent contractor, procedures for background checks and insurance, and the provisions for space, time, equipment, and materials provided by the school district. The school district may terminate the Summary of Services at any time.

   n. Services provided under a Summary of Services to a student with a disability shall be included on the student's IEP plan.

3. The district has no obligation to enter into a contract with an independent contractor or to allow an independent contractor access to school district property, space, materials, or equipment.

4. School district records are only accessible to Independent Contractor under contract with the school district and with written consent from the student's parent or guardian, or the adult student (18 years old or older).
GOVERNANCE:
This Contractual Agreement shall be governed by the laws of the State of Idaho. Contractor shall, at all times, comply with and observe all federal, state, and local laws, regulations, and ordinances which are in effect and applicable during the period of this Contractual Agreement.

ATTORNEY FEES:
If either party defaults in any manner or fails to fulfill any and/or all provisions of this Contractual Agreement, and if the non-defaulting party hires an attorney to exercise its rights upon such default or failure, or if the parties are involved in any litigation (including any proceedings in bankruptcy), the prevailing party shall be entitled to recover reasonable attorney fees and costs from the other party. This paragraph shall be enforceable by the parties notwithstanding any rescission, forfeiture, or other termination of this Contractual Agreement.

DISPUTE RESOLUTION:
All participating agencies agree to resolve systemic disputes that arise in the provision of special education and independent contractor services in a non-adversarial manner and to ensure that using the following process to resolve interagency disputes does not disrupt services to students and families:

1. An individual or agency with a concern will first contact Support Services Director and follow procedures to address the concern.
2. If a concern is identified that is related to the quality of service or health and safety issues, schools should refer concerns about a contractor, their services, or quality of services to the special education director and contractor’s administrator to address these concerns.
3. These concerns will be resolved in the dialogue with school administrator (special education director) and the contractor’s administrator.

COMPENSATION/BILLING:
Contractor will submit, by the 1st of each month, a statement of services rendered each month including the completed district’s Medicaid reporting forms. These completed forms must be accurate and ready to submit to the district. Generally, the district will issue checks by the 2nd Tuesday of the month if statement and paperwork is completed and in the District Office by the 1st of each month. Each monthly statement must include the following information for each student receiving services: a) student’s name; b) description of services provided; c) total number of hours spent in providing professional services; and d) cost of services provided.

The district agrees to pay the Contractor at a rate of $32.00 per hour for individual services, $26.00 per hour for non-medicaid billable services and $8.00 per hour for group services for the duration of the contract. The district will pay the contractor $200 a month to complete paperwork. The District agrees to pay the contractor $100 for each diagnostic assessment completed.

COMPLETE STATE OF TERMS:
This Contractual Agreement constitutes the entire agreement between the parties hereto, and shall supersede all previous oral or written proposals, negotiations, commitments, and all other communications between the parties. This Contractual Agreement may not be released, discharged, or modified except by an amendment in writing signed by the duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have executed this Contractual Agreement on this ___ day of August, 2017.

Superintendent/Degree Signature
Twin Falls School District 411

ProActive Advantage
This Contractual Agreement is entered into between Twin Falls School District #411 (hereinafter referred to as “District”) and Positive Connections, 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) plan; and

Whereas, the Contractor is duly licensed or qualified and able to provide related services to the District’s students;

It is hereby agreed by both parties that:

DURATION OF AGREEMENT:
The period of this Contractual Agreement will commence on the 17th day of August 2017 and remain in effect until the 16th day of August, 2018. This Contractual Agreement is contingent upon the availability of funds of the District. This Contractual Agreement shall not exceed twelve (12) calendar months. At the discretion of the District, the Contractual Agreement will be renewed annually.

RELATIONSHIP OF PARTIES:
In performing services under this Contractual 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 RENDERED:
Provider shall render the professional services enumerated on Summary of Services, attached hereto and made a part of this Contractual Agreement as if set forth fully herein.

RECORD KEEPING:
Contractor shall be responsible for maintaining complete and accurate records documenting the professional services provided pursuant to this Contractual Agreement and shall provide copies of the records to the District within ten (10) working days of the date requested. Additionally, upon reasonable notice, the District shall have the right to review such records at any time during business hours, at Contractor’s office.

CONFIDENTIALITY:
Provider agrees that all information regarding services provided pursuant to this Contractual Agreement, including, but not limited to, the students’ identity and the nature of services rendered, shall be confidential pursuant to the Family Educational Records and Privacy Act (FERPA). Contractor is prohibited from disclosing any information obtained as a result of rendering services pursuant to this Contractual Agreement to any individual not authorized and directed by the District, without parent/guardian consent or consent of the student if 18 years of age or older.

REPORTING OF ABUSE, ABANDONMENT, OR NEGLECT:
Contractor acknowledges its obligation to comply with Idaho Code Section 16-1601, et seq. and report, within 24 hours, any suspected abuse, abandonment, or neglect of a child to the law enforcement agency or Idaho Department of Health and Welfare. Contractor also agrees to inform the District, within 24 hours, of such suspicion.

SERVICE DELIVERY: TIME AND PLACE:
Contractor shall perform services set forth in Summary of Services, unless the parties mutually agree to a modification of the time and place of service delivery.

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 invited to participate; 2) signed parental consent forms, as necessary; 3) identifying information regarding the client and the parent/guardian; and, 4) 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 Contractual Agreement shall require prior approval by the District Support Services Director in accordance with federal and state laws and regulations, local policies and procedures, and professional codes of conduct.
CONSENT/AUTHORIZATION TO ACCESS EDUCATIONAL RECORD INFORMATION OR PROTECTED HEALTH INFORMATION:
District and Contractor shall at all times require the written consent of authorization of the parent/guardian/or adult student, if age of 18 years of age or older, for the disclosure of access to educational information pursuant to FERPA or protected health information pursuant to the Health Information Portability and Accountability Act (HIPAA) regarding the student, and shall maintain the confidentiality of that information consistent with the state and federal law and regulations.

PROFESSIONAL SERVICES:
The services rendered pursuant to this Contractual Agreement will be provided by individuals who are duly licensed to perform the services or supervised by a licensed/certified provider in accordance with applicable professional standards. Contractor agrees that all work pursuant to this Contractual Agreement will be performed in accordance with the highest professional standards. Written assurances will be provided to the District stating that all employees who come into contact with students shall have been subject to a criminal background check at least as stringent as that required by Idaho Code 33-130 and policies of the District, and have been determined to not have a criminal background inconsistent with working with children. The District shall have the right to observe services being provided to the clients.

INSURANCE AND LIABILITY:
Contractor shall be solely liable for any losses or damages resulting from Contractor's performance of any of the services covered by this Contractual Agreement. Contractor shall indemnify and hold harmless the District from any liability, including, but not limited to, cost, expenses, and attorney fees, resulting from Contractor's performance of the services provided under this Contractual Agreement. Proof of insurance shall be submitted to the District within ten (10) days of the date of this Contractual Agreement.

ASSIGNMENT:
This Contractual 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 Contractual Agreement without the District's prior written consent.

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

TERMINATION:
This Contractual 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 Contractual Agreement, upon written notice, in the event funding for the District's program is no longer available or the specific services to this Contractual Agreement are modified or terminated for a student.

DEFAULT:
Upon default by either party, the non-defaulting party may cancel this Contractual Agreement immediately, upon notice and may pursue any and all available legal, equitable, and other remedies. The defaulting party shall be liable for any and all expenses that are incurred by the non-defaulting party as a result thereof, including, but not limited to, procuring substitute performance, legal fees, and other losses incurred due to the default.

TIME OF PERFORMANCE:
Time is of the essence in this Contractual Agreement; therefore, all times for performance of the obligations, as stated herein, shall be strictly complied with by the parties.

NON-WAIVER BREACH:
The failure of Contractor or the District to insist upon strict performance of any of the terms of this Contractual Agreement, or to exercise any option herein conferred in any or all instances, shall not constitute a waiver or relinquishment of any such term, but the same shall be and remain in full force and effect, unless such waiver is evidence by the prior written consent of Contractor or the District.

NON-DISCRIMINATION:
The parties hereby agree that no person shall, on the grounds of race, color, creed, national origin, sex, age, or disability, be excluded from or denied participation in, or otherwise subjected to, discrimination under any activity performed pursuant to this Contractual Agreement. 
SUMMARY OF SERVICES:
Contractor will comply with the district/school operational procedures and will fulfill the following services and responsibilities:

- Hire quality and certified CBRS and Behavioral Intervention (BI) workers to provide behavioral services requested by school district director. Assure that CBRS staff has the required training needed to keep and maintain licensure/certification.
- Provide CBRS staff for the district's elementary Day Treatment program (CBRS)
- Contractor will complete background checks and check all Medicaid Exclusionary Lists for each CBRS/BI worker assigned to work in the school district.
- Contractor will provide the district with assurance that all licensure and certification of CBRS staff is current.
- Must wear a picture identification and/or obtain a visitor's identification badge from the school at the time of the each visit.
- Must wear appropriate clothing for a school setting.
- Adhere to schedule—arrive and leave on time.
- Notify building case manager and Support Services if you will be absent (one day notice if possible).
- Adhere to the IEP/BIP written by the IEP team.
- Student must be picked up from and returned to an appropriate school staff person each visit if applicable.
- Remain in assigned location.
- Be knowledgeable about emergency procedures of the school and school district policies that pertain to the CBRS/BI and services provided.
- 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.
- Always speak calmly and respectfully to students, even when their behavior has escalated.
- 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 Support Services director and the student's case manager of any staffing changes within the agency that relates to the services indicated on this agreement.
- Notify the Support Services Director in writing of any incidents that involve Twin Falls students immediately.
- Be cooperative when resolving conflicts with school/district staff.
- Provide CBRS staff for all elementary schools in the Twin Falls School District and provide BI services for elementary school in the Twin Falls School District.
- Complete SDR's as required by the School District. Currently Twin Falls School district is not set up to use electronic records. SDR's will need to be kept in the format required by the District.
- SDR's will be turned into the District monthly with the supervision documentation. The District will provide the contractor with schedule of when SDR’s are due. If the month ends in the middle of the week, they will need to include the days of the new month for that week of service. Checks will be mailed to contractors from the District office.
- Attend continuing education.
- Provide necessary training of CBRS/BI staff to assure continued licensure/certification.
- Provide supervision of CBRS/BI staff according to Medicaid and Twin Falls School district requirements. Provide documentation of that supervision to Twin Falls School District monthly or as requested.
- Contractor CBRS/BI staff will attend IEP meetings when invited by the district.
- Contractor will provide psychological diagnostic evaluation as requested by the district.

School/District responsibilities include:
- Respect the rights of contractor.
- Provide information regarding the procedures and schedule of the schools.
- Provide information on emergency procedures.
- When appropriate, invite service provider to specific student’s IEP team meetings. Accommodate, within reason, Contractor’s needs to fulfill the service review plan.
- Provide a positive climate and building environment to facilitate mutual assistance.
- Be cooperative when resolving conflicts between contractor and school staff.
- Work closely with the contractor for the success of TFSD students.
- Invite contracted agency to continuing education training, when applicable.
- Develop and monitor the IEP plan.
- The district will reimburse the agency a flat fee for completing paperwork.

The above items are not to be construed as all inclusive. Any concerns will be addressed according to the Dispute Resolution item in the Contractual Agreement.
GOVERNANCE:
This Contractual Agreement shall be governed by the laws of the State of Idaho. Contractor shall, at all times, comply with and observe all federal, state, and local laws, regulations, and ordinances which are in effect and applicable during the period of this Contractual Agreement.

ATTORNEY FEES:
If either party defaults in any manner or fails to fulfill any and/or all provisions of this Contractual Agreement, and if the non-defaulting party hires an attorney to exercise its rights upon such default or failure, or if the parties are involved in any litigation (including any proceedings in bankruptcy), the prevailing party shall be entitled to recover reasonable attorney fees and costs from the other party. This paragraph shall be enforceable by the parties notwithstanding any rescission, forfeiture, or other termination of this Contractual Agreement.

DISPUTE RESOLUTION:
All participating agencies agree to resolve systemic disputes that arise in the provision of special education and independent contractor services in an non-adversarial manner and to ensure that using the following process to resolve interagency disputes does not disrupt services to students and families:

1. An individual or agency with a concern will first contact Support Services Director and follow procedures to address the concern.
2. If a concern is identified that is related to the quality of service or health and safety issues, schools should refer concerns about a contractor, their services, or quality of services to the special education director and contractor’s administrator to address these concerns.
3. These concerns will be resolved in the dialogue with school administrator (special education director) and the contractor’s administrator.

COMPENSATION/BILLING:
Contractor will submit, by the 1st of each month, a statement of services rendered each month including the completed district’s Medicaid reporting forms. These completed forms must be accurate and ready to submit to the district.
Generally, the district will issue checks by the 2nd Tuesday of the month if statement and paperwork is completed and in the District Office by the 1st of each 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 hours spent in providing professional services; and d) cost of services provided.

The district agrees to pay the Contractor at a rate of $32.00 per hour for individual services and $8.00 per hour for group services for the duration of the contract. The district will pay the contractor $200 a month to complete paperwork. The District agrees to pay the contractor $101 for each diagnostic assessment completed.

COMPLETE STATE OF TERMS:
This Contractual Agreement constitutes the entire agreement between the parties hereto, and shall supersede all previous oral or written proposals, negotiations, commitments, and all other communications between the parties. This Contractual Agreement may not be released, discharged, or modified except by an amendment in writing signed by the duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have executed this Contractual Agreement on this ______ day of August, 2017

[Signature]
Superintendent/Director Signature
Twin Falls School District #411

[Signature]
Positive Connections, LLC
Twin Falls School District #411
System of Care Protocol for Independent Contractors

I. Protocol for Independent Contractors:

The purpose of the System of Care is to establish a procedural protocol to assist Twin Falls School District #411 in collaborating for the delivery of related services provided by Independent Contractors in accordance to The Children's Mental Services Act of 1998 and Medicaid Billing Policy for Rehabilitative Services in a school setting (IDAPA 16.03.09.245, IDAPA 16.03.10.124.05.c & IDAPA 16.03.10.653.05.e).

The primary objective is to assist Twin Falls School District #411 and independent contractors in implementing related service plan delivered to Medicaid eligible students with an Individual Educational Plan (IEP) on file within the school district. In addition to this the independent contractor must be approved through the Special Education Director's office and provide the following documentation:

1. Current Certificate of Liability Insurance
2. Proof of Worker's Compensation Coverage for agency personnel
3. Proof of insurance which includes Twin Falls School District within the coverage
4. Confirmation that individuals working in schools have current Criminal Background Check.

The school will be the lead agency for any student enrolled while that student is in school. Before the Independent Contractor may work with the student, a Contractual Agreement must be completed with the Special Education Director. Twin Falls School District requests that the Independent Contractors implement the IEP/BIP Plan as written by the IEP team.

Twin Falls School District must follow the privacy provisions set forth by FERPA, HIPPA, and Idaho Special Education Manual 2015 (for special education students). TFSD will need written authorization from the parent/guardian to share information with Private Service Providers.

II. Overview for Independent Contractors Working with Students

1. Independent Contractor means a person, group, agency, or organization that meets the following two conditions:
   a. Is not an employee of Twin Falls School District #411 or a public agency with legal jurisdiction over the circumstances related to their involvement with the student, and
   b. Is paid or reimbursed for services provided to the student through the established billing policy

Examples of Private Services Providers may include Names, Assistive Technology Consultants, Orientation and Mobility Specialists, Physicians, Optometrists, Psychologists, Counselors, Service Coordinators, Behavioral Therapists, Developmental Disability Specialists, Speech Therapists, Occupational Therapists, Physical Therapists, Social Workers, Psychosocial Rehabilitation Specialists, and Education Consultants.

2. Independent Contractor will do the following in Twin Falls School District #411:
   a. Submit behavior notes, data, reports, or observations (when requested) to a school's IEP team for consideration related to the referral or an evaluation being conducted.
   b. Be invited to an IEP team meeting by the director
      i. The determination of eligibility for special education and the provision of a Free Appropriate Public Education (FAPE) are the responsibility of the IEP team and cannot be prescribed by any other entity.
ii. All educational decisions regarding educational services, methodology, materials, and personnel are the responsibility of the school district.

c. Provide services in the schools to students under the terms of a contract with the school district. (See Independent Contractors Agreement)
   i. Contracts are established when the school district is paying for the services and describes the services, the role and responsibilities of the Independent Contractor with the evaluation team or school administration, and the frequency and duration of services; includes documentation of licensure/certification to perform the prescribed services; addresses issues related to liability, terms of payment; and states the provisions for changes or termination of the contract. (Example: District contracts for physical therapy services)
   ii. Contracted services to a student with a disability shall be included on the student's IEP plan.

d. Provide services to students on school grounds under the terms of Summary of Services with the school district. (See Summary of Services Form)

e. 
   i. Summary of Services is established to allow the services to take place on school property to benefit the student's progress in the general education curriculum. The Summary of Services shall describe the specific services provided, the responsibilities of the school and independent contractor, procedures for background checks and insurance, and the provisions for space, time, equipment, and materials provided by the school district. The school district may terminate the Summary of Services at any time.

n. Services provided under a Summary of Services to a student with a disability shall be included on the student's IEP plan.

3. The district has no obligation to enter into a contract with an independent contractor or to allow an independent contractor access to school district property, space, materials, or equipment.

4. School district records are only accessible to independent Contractor under contract with the school district and with written consent from the student's parent or guardian, or the adult student (18 years old or older).
CLIENT SERVICES AGREEMENT

Soliant Health, Inc., a Georgia corporation (hereafter referred to as “Soliant”), and

Twin Falls SD

whose location is

201 Main Ave West

(Twin Falls, ID 83301)

(hereafter referred to as “Client”)

enter into this non-exclusive Client Services Agreement for the purpose of referring and placing its employees (“Consultants”) with Client. This Agreement shall govern the overall terms of the relationship, while a separate Assignment Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

1. Scope of Services.

Soliant, a licensed staffing agency in the business of providing supplemental staffing to the public and private education sector and not a healthcare provider, will use its commercially reasonable efforts to provide Consultants for assignment with Client. Soliant will be responsible for payment of each Consultant’s wages and applicable payroll taxes, deductions, and insurance, including workers compensation, general liability and professional liability coverage for the benefit of the Consultants. If a Consultant is unable to complete the specified assignment, Soliant will use its commercially reasonable efforts to find a replacement in a timely manner.

2. Independent Contractor.

The parties hereby stipulate and intend that the relationship of each to the other is that of an independent contractor, that each Consultant shall be an employee of Soliant and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. Soliant agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. Soliant does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, Soliant will notify Client in advance of the assignment in order to receive approval of this arrangement.

3. Telepractice Services.

Soliant, at Client’s specific request, may provide telepractice services through VocoVision. Should utilization of VocoVision occur, Client shall, at that time, receive in addition to Addendum A – Client Assignment Confirmation, an Addendum B – Teleservices Provider, Addendum C – Duties and Responsibilities and Addendum D – VocoVision Equipment Policies, which, collectively, outline specific terms and conditions regarding VocoVision’s telepractice services.

4. Insurance.

Soliant will maintain Worker’s Compensation and Employer Liability insurance in accordance with state regulations. General Liability insurance will be maintained at a minimum level of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate. Excess liability insurance will be maintained at a minimum level of five million dollars ($5,000,000) per occurrence/aggregate. Professional Liability insurance will be maintained at a minimum level of one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate.

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CLIENT SERVICES AGREEMENT

5. Competency and Licensing.
   Soliant will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. Soliant will endeavor to present only Consultant(s) who are qualified for Client’s open position(s) on job requirements established by Client either verbally or in writing. While Soliant will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, Soliant will make available to Client all appropriate Consultant records that Soliant may &0mmisibly disclose and will facilitate an interview between Client and Consultant in order to assist Client in the hiring decision. Soliant will do its due diligence to ascertain the professional and applicable Department of Education licensing and certification requirements for the Consultant discipline placed with Client, however, it is ultimately the responsibility of the Client to approve the Consultant’s licensure and certifications as acceptable.

6. On-Site Responsibility.
   Client is responsible for providing all orientation, support, facilities, training, direction, and means for the Consultant to complete the assignment. Client acknowledges that Soliant is not providing nursing or healthcare services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant’s adherence to the applicable standards of practice and acknowledges that Soliant is not responsible for the Consultant’s on-site performance given that Soliant does not have the capacity to provide direct, on-site supervision of daily activity. Client acknowledges that any deviation of the Client’s policies and procedures as outlined to Soliant’s Consultant should be reported in writing and directly to Soliant immediately so that Soliant may be provided an opportunity to offer correction and/or counseling of unacceptable practices by Consultant. Client warrants its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment and for each Consultant’s compliance with health and safety requirements, including those instituted by Client.

   Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by Soliant for a period of one year after the latest date of introduction, referral, placement, or end of the contract assignment. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to $15,000 or thirty-five (35) percent (whichever is greater) of the Consultant’s first year’s annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to Soliant upon start date.

   It is the policy of Soliant to provide equal opportunity to all Consultants for employment. Soliant and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.

9. Payment Terms.
   Client will pay Soliant based on the service charges specified in the Consultant Assignment Confirmation included as an addendum to this Agreement. All hours worked over forty (40) hours in a one-week work period will be billed at one and one-half times the regular bill rate. It is Client’s responsibility to notify Soliant if pre-approval is required for any or all overtime hours prior to any such hours being worked. Payment is due upon receipt of invoice.

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CLIENT SERVICES AGREEMENT

10. Default Charges.

Invoices shall be considered Past Due thirty (30) days from date of invoices and begin to incur the applicable default charge of one and one-half percent (1 1/2%) per month based on unpaid balances (annual percentage rate of eighteen percent (18%)) or the maximum legal interest rate, whichever is lower. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney’s fees and costs. Soliant reserves the right, at its option, to discontinue any extension of credit.

11. Limitation of Liability.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.


Client shall be responsible for orienting Consultant to Client’s policies and procedures regarding the submission of any required paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultant fail to submit paperwork as required per Client’s policies and procedures, Client must notify Soliant in writing within three (3) business days of alleged failure. Failure to notify Soliant within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by Consultant. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the Consultant. Failure to notify Soliant prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by Consultant.

13. Incident and Error Tracking.

Client will report to Soliant any performance issues, incidents, errors and other events related to the care and services provided by Soliant employees. Soliant will document reported incidents in employee’s personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the occurrence.


Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for work to which Soliant Health's Consultant has been assigned. Client ensures compliance with all applicable OSHA or state Department of Labor obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to Soliant Health within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to Soliant Health concurrently with Client. If Client's reporting requirements change during the

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CLIENT SERVICES AGREEMENT

term of this Agreement. Client is responsible for written notification of such information to both Soliant Health and Soliant
Health's Consultant.

15. Termination with Cause.
Immediately upon occurrence, Client has the obligation to report any deviation from the accepted standard of practice,
policies and procedures as outlined in the Agreement. The Client may request that Soliant facilitate the immediate removal of Consultant due to any of the
issues proceeding with written and/or verbal notice. The Client, however, may not immediately terminate Consultant unless
Soliant has been notified prior to final incident or unless a single incident warrants immediate dismissal prior to Soliant's
notification. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight
(48) hours of termination. If the Client does not report such deviation(s) and subsequently terminates Consultant or if Client
does not provide required documentation following a termination within the required timeframe, Client will be assessed as
liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that Soliant's
Consultants are an integral part of the operation and a resource that may have been developed over a number of years.
Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this
time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by Soliant in the event
of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the
point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and
Error Tracking procedures set forth in paragraph 13 of this agreement. Soliant shall have five (5) business days to refill
the position in the event of termination with cause. Should Soliant identify a suitable Consultant, Client agrees to original
terms or extended terms of the terminated Consultant's assignment.

16. Termination without Cause.
Client may cancel an assignment with thirty (30) days written notice. Client is responsible for all charges and fees prior to
cancellation date and through the 60-day period of notice. In the event Client is unable to provide thirty (30) days notice of
termination, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours. In the event of
termination without cause, Client will be responsible for all housing and travel costs actually incurred by Soliant as a
result of such cancellation.

17. Guaranteed Minimum Hours.
Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment
Confirmation Addendum. Cancellation of pre-scheduled workdays or reduction in work hours by Client will be billed
reflecting the guaranteed minimum work hours. Minimum work hours shall be reduced to reflect scheduled school closings
for holidays and planning days.

18. Paid Sick Leave.
Paid Sick Time will be billed back to Client at the straight-time bill rate for all hours taken by any Consultant in any jurisdic-
tion that has passed or will pass paid sick time legislation.

19. Unscheduled Facility Closure Policy.
Soliant will incur fixed expenses over the entire course of a Consultant's contract assignment with Client related to the
Consultant's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption
in a Consultant's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural

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or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will be invoiced and shall pay for each such affected Consultant’s services at the reduced rate of $100/day for each day that the Consultant is unable to work by virtue of such Unscheduled Closure.

20. Multiple Locations.

If client requires Consultant to travel to and perform services at more than one location, Client will compensate Soliant for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.


In the event Client encounters an issue that is not satisfactorily resolved by its Soliant representative, Client should escalate the issue to the appropriate Soliant manager by calling 800-849-5502. Please ask for your account representative's manager.

22. Indemnification.

To the extent permitted by law, each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.

23. Confidentiality.

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and includes billing rates, fees for permanent placements and terms and conditions of this Agreement. It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information. The only exceptions will be: (a) information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, (b) disclosures as required by law. Confidential Information of Soliant Health shall include, but is not limited to, any and all unpublished information owned or controlled by Soliant Health and/or its employees, which relates to the clinical, technical, marketing, business or financial operations of Soliant Health and which is not generally disclosed to the public including but not limited to employee information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.


Soliant shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about the Client's students is contained in records maintained by Soliant and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA and Client policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that...
CLIENT SERVICES AGREEMENT

Each can perform its respective responsibilities. As it applies, Consultant assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

25. Survival.

The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.


This Agreement shall be governed by the laws of the state of Florida.

27. Entire Agreement.

This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties. (Please return all pages of this Client Services Agreement)

SOLIANT HEALTH, INC

[Signature]

[Print Name]

DIRECTOR OF SPECIAL SERVICES

Title

[Signature]

[Print Name]

Department Manager

Title

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# CLIENT REQUIRED DOCUMENTS CHECKLIST

**Client:** Twin Falls SD  
**City, State:** Twin Falls, ID 83301

In an effort to provide all necessary documentation for travel healthcare professionals assigned to your facility, we ask that you complete this form to be used as a reference for all personnel placed in your facility.

## Standard Credentialing Package

As part of our Standard Credentialing Package, Soliant will provide the following prior to the start of a contracted assignment.

### PROFESSIONAL:
- Current CV / Resume
- Current Skills Checklist, if applicable
- References

### LICENSURE:
- Professional License, as applicable
- Professional Certification, as applicable
- License and/or Certification Verification

### EDUCATION:
- CDC Guidelines for School Professionals
- FERPA Guidelines
- HIPAA Regulations

### BACKGROUND:
- Criminal Background Check
- GSA Exclusion Search
- HHS/OIG Search
- Sexual Offender Search

### MEDICAL:
- Hepatitis B Vaccination / Declination form
- MMR Declination
- Physical Examination Waiver
- 10-Panel Drug Screen

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**Optional Credentialing**

If your district requires any additional credentialing items above what is contained in the Standard Credentialing Package, please indicate below. If no additional items are noted, the Standard Credentialing Package will be provided.

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### Orientation Details

| Will the contracted professional be permitted to attend Orientation while license is in process? | YES | NO |
| Will the contracted professional be permitted to start their assignment while license is in process? | YES | NO |

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This Client Assignment Confirmation is entered into on the date first signed below and supplements the Client Services Agreement between Soliant Health, Inc and their Client. Twin Falls SD

The Soliant Consultant named below has been placed with Client and Client will pay Soliant Health for hours worked by Consultant according to the terms outlined below:

ASSIGNMENT DETAILS

Consultant: Cathie Standley  
Position: SLP  
Assignment Start Date: 8/15/17  
Assignment End Date: 5/25/18  
Bill Rate per Hour: $68.00  
Minimum Hours: 22.5  
Miscellaneous: N/A

PLACEMENT CRITERIA

Licensing: Consultant is is not authorized to begin providing services while professional license is in process.
Teaching Certification: Teaching certification is is not required.

DESIGNATED APPROVERS

District Personnel designated by Client to approve Timesheets. If not applicable, respond with N/A.

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WORK SITE LOCATIONS

District Schools to which Consultant will be assigned: Client to complete. If not applicable, respond with N/A.

School 1: 
Location:

School 2: 
Location:

Please note: Sales tax will be added to professional fees if required by state law and client is not a tax exempt entity.

Client agrees that it will not directly or indirectly, personally or through another agent or agency, contract with or employ Consultant for a period of one year after the latest date of introduction, referral, or completion of the assignment.

If Soliant Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.

*Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless Soliant is notified of changes by Client within forty eight (48) hours of client's receipt of this Client Assignment Confirmation. If no changes are needed, a signature response is not required.
CLIENT ASSIGNMENT CONFIRMATION

This Client Assignment Confirmation is entered into on the date first signed below and supplements the Client Services Agreement between Soliant Health, Inc and their Client, Twin Falls School District.

The Soliant Consultant named below has been placed with Client and Client will pay Soliant Health for hours worked by Consultant according to the terms outlined below:

ASSIGNMENT DETAILS
Consultant: Kori Hoffman Position: SLP
Assignment Start Date: 9/18/17 Assignment End Date: 5/25/18
Bill Rate per Hour: $69.00 Minimum Hours: 37.5
Miscellaneous: n/a

PLACEMENT CRITERIA
Licensing: Consultant is not authorized to begin providing services while professional license is in process.
Teaching Certification: Teaching certification is not required.

DESIGNATED APPROVERS
District Personnel designated by Client to approve Timesheets. If not applicable, respond with N/A.

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WORK SITE LOCATIONS
District Schools to which Consultant will be assigned: Client to complete. If not applicable, respond with N/A.

School 1: Location:

School 2: Location:

Please note: Sales tax will be added to professional fees if required by state law and client is not a tax exempt entity.

Client agrees that it will not directly or indirectly, personally or through another agent or agency, contract with or employ Consultant for a period of one year after the latest date of introduction, referral, or completion of the assignment.

If Soliant Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.

DocSigned by: Mike Gemar
7/11/2017
Director Support Services

DocSigned by: Khannan Teyf
7/11/2017
Soliant Health, Inc. Signature

Client Printed Name

Soliant Health, Inc. Printed Name

Client Title

Department Manager

Soliant Health, Inc. Title

*Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless Soliant is notified of changes by Client within forty eight (48) hours of client’s receipt of this Client Assignment Confirmation. If no changes are needed, a signature response is not required.

Soliant Health • Addendum A Rev 07/2015
Telephone 800-849-5502 Fax 866-360-5105 www.soliant.com
CLIENT ASSIGNMENT CONFIRMATION

This Client Assignment Confirmation is entered into on the date first signed below and supplements the Client Services Agreement between Soliant Health, Inc and their Client, Twin Falls SD.

The Soliant Consultant named below has been placed with Client and Client will pay Soliant Health for hours worked by Consultant according to the terms outlined below:

ASSIGNMENT DETAILS

Consultant: Shabie Anouar  Position: SLPA
Assignment Start Date: 8/17/17  Assignment End Date: 5/24/18
Bill Rate per Hour: $51.00  Minimum Hours: 37.5
Miscellaneous: N/A

PLACEMENT CRITERIA

Licensing: Consultant is not authorized to begin providing services while professional license is in process.
Teaching Certification: Teaching certification is not required.

DESIGNATED APPROVERS

District Personnel designated by Client to approve Timesheets. If not applicable, respond with N/A.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Phone</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kandy Danos</td>
<td>Administrative Assistant</td>
<td>208-733-8456</td>
<td><a href="mailto:danoska@tfsd.org">danoska@tfsd.org</a></td>
</tr>
</tbody>
</table>

WORK SITE LOCATIONS

District Schools to which Consultant will be assigned: Client to complete. If not applicable, respond with N/A.

<table>
<thead>
<tr>
<th>School 1</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>School 2</td>
<td>Location</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please note: Sales tax will be added to professional fees if required by state law and client is not a tax exempt entity.

Client agrees that it will not directly or indirectly, personally or through another agent or agency, contract with or employ Consultant for a period of one year after the latest date of introduction, referral, or completion of the assignment.

If Soliant Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.

*Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless Soliant is notified of changes by Client within forty-eight (48) hours of Client’s receipt of this Client Assignment Confirmation. If no changes are needed, a signature response is not required.
STATE RETIREMENT SYSTEM NOTICE

This notice is intended to clarify the manner of payment in contemplation of a Contractor Employee’s mandatory or permissive participation in a state teacher retirement system, school employees retirement system, and/or any similar or successor system applicable to the professionals provided by Contractor.

Client acknowledges and agrees that if formal notice is required to be given to any Contractor Employee that participation in any such retirement system/pension is either: 1) permitted by Contractor Employee’s election; or 2) is required by law, then Client is solely responsible for providing such notice to Contractor Employees and fulfilling all associated administrative duties.

Client shall immediately notify Contractor if any Contractor Employee is required to, or voluntarily elects to participate in any such system. In such event, Client shall advise Contractor of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Contractor Employee may be adjusted accordingly. The parties agree that Client shall withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by the Client shall be deducted from the amount owed to the Contractor by the Client hereunder. The parties agree that the applicable employee share paid to the system by the Client shall be deducted from the amount due the Contractor Employee by the Contractor.

The Client and Contractor expressly acknowledge and agree that if any Contractor Employee is required to, or elects to participate in a retirement system/pension, the Client shall be solely responsible for: 1) creating an account for contractor employee with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Contract Employees’ interest in retirement system/pension.

By way of example of how the invoicing/payment will be adjusted, if Contractor charges the Client $100.00 for services rendered by Contractor’s Employee, if Contractor pays the Contractor Employee $50.00 for the provision of these services, and if Contractor Employee elects to participate in the retirement system, the Client shall withhold and remit to the appropriate system or pension 13% of the employee’s pay ($6.50) as the employee’s share, and 14% of the employer’s pay ($7.00) as the employer’s share (assuming employee and employer contributions are 13% and 14%, respectively). Consequently, Contractor would invoice Client for $86.50, and Contractor would pay (subject to other applicable withholdings) $43.50 to Contractor Employee.
This Client Assignment Confirmation is entered into on the date first signed below and supplements the Client Services Agreement between Soliant Health, Inc and their Client, Twin Falls SD.

The Soliant Consultant named below has been placed with Client and Client will pay Soliant Health for hours worked by Consultant according to the terms outlined below:

**ASSIGNMENT DETAILS**

Consultant: Hollie Hieb  
Position: SLP  
Assignment Start Date: 8/17/17  
Assignment End Date: 5/24/18  
Bill Rate per Hour: $69.00  
Minimum Hours: 37.5  
Miscellaneous: n/a

**PLACEMENT CRITERIA**

Licensing: Consultant is is not authorized to begin providing services while professional license is in process.  
Teaching Certification: Teaching certification is is not required.

**DESIGNATED APPROVERS**

District Personnel designated by Client to approve Timesheets. If not applicable, respond with N/A.

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<td><a href="mailto:danoska@tfsd.org">danoska@tfsd.org</a></td>
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**WORK SITE LOCATIONS**

District Schools to which Consultant will be assigned: Client to complete. If not applicable, respond with N/A.

School 1:  
Location:  
School 2:  
Location:  

Please note: Sales tax will be added to professional fees if required by state law and client is not a tax exempt entity.

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ASSIGNMENT DETAILS

Consultant: Brittany Cissell
Position: COTA
Assignment Start Date: 8/7/2017
Assignment End Date: 5/25/2018
Bill Rate per Hour: $56.00
Minimum Hours: 37.5
Miscellaneous: n/a

PLACEMENT CRITERIA

Licensing: Consultant is is not authorized to begin providing services while professional license is in process.
Teaching Certification: Teaching certification is is not required.

DESIGNATED APPROVERS

District Personnel designated by Client to approve Timesheets. If not applicable, respond with N/A.

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School 1: __________________________________________
Location: __________________________________________

School 2: __________________________________________
Location: __________________________________________

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If Soliant Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.

DocSigned by: [Signature] 7/1/2017
Client Printed Name: Mike Gemar
Client Title: Director Support Services

DocSigned by: [Signature] 6/30/2017
Soliant Health, Inc. Printed Name: Khannan Teyf
Department Manager: __________
Soliant Health, Inc. Title: __________

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THIS AGREEMENT, entered into on this 17th day of August 2017, between Nikki Stevens, Occupational Therapist, Twin Falls, Idaho (hereinafter known as "Provider") and Twin Falls School District, Twin Falls, Idaho (hereinafter known as "District") for the calendar school year 2016-2017;

The parties to this agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

ARTICLE 1. TERMS OF AGREEMENT
The period of this agreement will commence on the 17th of August, 2017 and remain in effect until the 18th day of August, 2018.

ARTICLE 2. RELATIONSHIP OF PARTIES
In performing services under Agreement, Provider is and shall at all times remain an independent contractor of the District. Nothing herein is to be construed as establishing an employer-employee relationship.

ARTICLE 3. CONFIDENTIALITY OF PARTIES
Provider agrees that all information regarding services provided pursuant to this Agreement, including, but not limited to, the student's identity and the nature of services rendered, shall be confidential. Provider is prohibited from disclosing any information obtained as a result of rendering services pursuant to this agreement to any individual not authorized by the District without parental consent.

ARTICLE 4. REPORTING OF ABUSE, ABANDONMENT OR NEGLECT
Provider acknowledges its obligation to comply with Idaho Code 16-1601, et seq. and report within 24 hours, any suspected abuse, abandonment, or neglect of a child to the Building Administrator. The building administrator will assist with further reporting.
ARTICLE 5. PROVIDER LICENCE
For the duration of the contract, the provider will maintain in effect and have in possession, all applicable licenses required by state and federal laws for Occupational therapists. Provider will supply support services with a current copy of said license each year.

ARTICLE 6. INSURANCE AND LIABILITY
Provider shall be solely liable for any losses or damages resulting from Provider's performance of any of the services covered by this agreement. Provider shall indemnify and hold harmless the District from any liability including, but not limited to, costs, expenses, and attorney's fees resulting from Provider's performance of the services provided under this agreement. Provider's Worker's Compensation Policy and Proof of liability insurance shall be submitted to the district within one month of the date of this agreement. Provider will provide the district with a copy of $1,000,000,000, liability insurance naming Twin Falls School District as insured.

ARTICLE 7. AMENDMENT/TERMINATION
This Agreement may be amended at any time with the prior written mutual consent of both parties. Any and all amendments to this Agreement shall be in writing. Additionally, either party may terminate this Agreement within 30 days written notice.

ARTICLE 8. NON-DISCRIMINATION
The parties hereby agree that no person shall on the grounds of race, color, creed, national origin, sex, age, or disability, be excluded from or denied participation in, or otherwise subjected to discrimination under any activity performed pursuant to this Agreement.

ARTICLE 9. SCOPE AND SEQUENCE OF SERVICES
Provider agrees to provide services to Twin Falls School District students who qualify for occupational therapy via an IEP team process. Provider will supply services as described in the student's IEP. If the provider will be unavailable for a day, provider agrees to contact the schools and support services. Provider will complete timely student evaluations as directed by the evaluation team. Provider will complete eligibility report for occupational therapy. Provider will complete detailed student service reports, due to support services by the 5th of each month. Student progress reports will be completed and given to support services to be placed in student files each grading quarter. A detailed service statement will be delivered to support services before the 6th of each month for services rendered. If the statement arrives after the 6th payment will be paid the following month.

ARTICLE 10. DISTRICT OBLIGATION
Twin Falls School District will provide notice to the provider of meetings and evaluations. The district will provide Topic Training and professional development training which provider may attend at his/her own cost. A computer will be available to use at support services to complete district required student paperwork.
ARTICLE 11. COMPENSATION FOR SERVICES
Provider shall be compensated in the amount of $65.00 per hour, payable after the statements are presented and approved by the Board of Trustees each month. Checks will be released and sent out from the Twin Falls School District office.

[Signatures]
Nichole Stevens, OTR/L

Mike Gemar
Support Services Director
Twin Falls School District
301 Main Ave. E.
Twin Falls, ID 83301

[Dates]
8/7/17
8/7/17
Service agreement for CNA/LPN/RN staff - 2017/2018 school year

A Caring Hand Home Health Care hereinafter referred to as “Agency” agrees to provide the following service to Twin Falls School District No. 411 hereinafter referred to as “Client”.

The Agency will provide CNA/LPN/RN staff to be available to student for the purpose of providing Personal Care Services to qualifying students with an established care plan written by the Supervising RN. Agency staff will have completed the required criminal history check, and be in good standing with the Idaho State Board of Nursing. The Agency will provide the district with proof of Liability and Workman’s Comp Insurance, a current W-9 form. The Agency will also provide current service provider (Nurses) paperwork.

Fee for Services - The above service will be provided at a rate of:

- T1004 CNA $17.00
- T1003 LPN $25.00
- T1002TD RN $45.00 (to include skilled service and training)
- G9002 RN Assessment $80.00 (Annual Assessment)
- T1001 Supervisory RN $45.00 (One visit and/or as needed per month)

$45.00 per hour for RN to be present at IEP meetings

Medical Supplies as needed for student as written in care plan (i.e. supplies not provided by parents-wipes absorbent changing pads.)

This is a one School year contract. Fees for service will be in effect from August 1, 2017 through June 31, 2018 at which time fees may be renegotiated.

Termination of Agreement

The Agency or the Client shall have the right to terminate this agreement at any time by mutual agreement. The Agency must give the Client a minimum of thirty (30) day notice in writing. The Client may terminate the agreement with twenty-four (24) hour notice to the Agency.

The Client will be billed immediately following services rendered by Agency. If the bill for services is in receipt no later than the 15th of each month, payment will be made to A Caring Hand Home Health Care following the meeting and approval of the School Board. All outstanding balances are subject to an 18% annual interest rate.

A Caring Hand Home Health Care
Administrator: Michael Gama
Date: 8/8/17

Twin-Falls School District
Administrator: Mary Huntington
Date: 8/8/17
QuickConfirm License Verification Report

Primary Source boards of Nursing Report Summary for

PAM LYNN CRABTREE [NCSBN ID: 42239883]

Wednesday, August 09 2017 11:58:39 AM

Disclaimer of Representations and Warranties

Through a written agreement, participating individual state boards of nursing designate Nursys as a primary source equivalent database. NCSBN posts the information in Nursys when, and as, submitted by the individual state boards of nursing. NCSBN may not make any changes to the submitted information and disclaims any responsibility to update or verify such information as it is received from the individual state boards of nursing. Nursys displays the dates on which a board of nursing updated its information in Nursys.

This report is not sufficient when applying to another board of nursing for licensure. Use the "Nurse License Verification for Endorsement" service to request the required verification of licensure.

Contact the board of nursing for details about the Nurse Practice Act, which includes nurse scope of practice and privileges and information about advanced nursing practice roles (practice privileges, prescription authority, dispensing privileges & independent practice privileges).

<table>
<thead>
<tr>
<th>Name on license</th>
<th>Type</th>
<th>State</th>
<th>License</th>
<th>Active</th>
<th>Original Issue Date</th>
<th>Expiration Date</th>
<th>Compact Status</th>
<th>Discipline Against</th>
<th>Privilege to Practice</th>
</tr>
</thead>
<tbody>
<tr>
<td>CRABTREE, PAM LYNN</td>
<td>RN</td>
<td>IDAHO</td>
<td>21511</td>
<td>YES</td>
<td>08/13/1991</td>
<td>08/31/2019</td>
<td>MULTISTATE</td>
<td>NO</td>
<td>NO</td>
</tr>
</tbody>
</table>

License type Information

- RN: Registered Nurse
- PN: Practical Nurse (also Licensed Practical Nurse (LPN), Vocational Nurse (VN), Licensed Vocational Nurse (LVN))
- CNPI Certified Nurse Practitioner
- CN: Clinical Nurse Specialist
- CNM Certified Nurse Midwife
- CRNA Certified Registered Nurse Anesthetist

Nurse Licensure Compact (NLC) Information

- Multistate licensure privileges: Authority to practice as a licensed nurse in a remote state under the current license issued by the individual’s home state provided both states are party to the Nurse Licensure Compact and the privilege is not otherwise restricted.
- Single state license: A license issued by a state board of nursing that authorizes practice only in the state of issuance.
- Privilege to Practice (PTP): Multistate licensure privilege is the authority under the Nurse Licensure Compact (NLC) to practice nursing in any compact party state that is not the state of licensure. All party states have the authority in accordance with existing state due process law to take actions against the nurse's privilege such as: revocation, suspension, probation or any other action which affects a nurse's authorization to practice.
PBIS Rewards Service Proposal For:
Robert Stuart Middle School
Proposal Number: v7174
Date: 8/14/2017

Executive Summary
PBIS Rewards (PR) will provide its PBIS Rewards Service to Robert Stuart Middle School, Twin Falls School District, at 644 Caswell Ave West, Twin Falls, ID 83301, United States for the school year 2017-2018.

School Requirements
Student Requirements
Students are not required to have ID cards, but the PBIS Rewards smartphone App is most effective when students have ID cards. The ID cards should have a QR code or Barcode that represents a numeric student ID number unique to each student. PR can provide Student ID Cards at an additional cost. See https://www.pbisrewards.com/order/ for pricing and ordering details.

Smartphone Apps Requirements
Any user who will use one of the PBIS Rewards Smartphone Apps must have a smartphone or device capable of running the applicable PBIS Rewards Smartphone App (Staff App, Student App, Parent App). Devices currently supported include:
- iOS devices (iPhone, iPad, iPod Touch) running iOS 6.x and later
- Android devices running 4.0 and later and with a front-facing camera.
- Amazon Fire devices running Fire OS 4.x and later.

Devices must be capable of communicating with the website https://app.pbisrewards.com over a Wi-Fi network or over a mobile data network.

ID Card Limitation
If your school is using ID Cards provided outside of the PBIS Rewards service, you confirm that your school has adequately tested your ID Cards with the PBIS Rewards Smartphone apps for those platforms that you will be using in your school. PR does not warrant that the Smartphone Apps will work with ID Cards that are not provided by PR or are not produced from the PBIS Rewards service. Although the Smartphone Apps generally work with other ID Card systems that use a barcode or QR Code, it is important that the school test compatibility to ensure that the Apps work satisfactorily.

Desktop Web Portal Requirements
A computer capable of running a modern browser with current software updates applied such as:
- Internet Explorer 10 or above
- Firefox (latest version)
- Chrome (latest version)
- Safari (latest version)
The computer must have Internet access and be capable of communicating with the website https://app.pbisrewards.com. The PBIS Rewards service including the Smartphone Apps and the Desktop Web Portal are provided as a cloud-hosted solution.

Pricing
Pricing is based on the number of students estimated at the beginning of the school year, plus a base fee. The school may add or remove students throughout the school year at no additional cost. There are no additional costs for teachers or staff. All pricing is in US Dollars (USD).

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
<th>Ext. Price</th>
<th>Unit</th>
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</thead>
<tbody>
<tr>
<td>PBIS Rewards Service Base Fee</td>
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<td>$500.00</td>
<td>$500.00</td>
<td>USD</td>
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<tr>
<td>PBIS Rewards Per Student License</td>
<td>700</td>
<td>$1.50</td>
<td>$1,050.00</td>
<td>USD</td>
</tr>
<tr>
<td>Teacher Rewards</td>
<td>1</td>
<td>$200.00</td>
<td>$200.00</td>
<td>USD</td>
</tr>
<tr>
<td><strong>Total Annual Price</strong></td>
<td></td>
<td></td>
<td><strong>$1,750.00</strong></td>
<td>USD</td>
</tr>
</tbody>
</table>

*** ID Badges and Lanyards are not included. ***

The school will be invoiced immediately upon execution of this agreement or upon PR receiving a purchase order. Incorporated into this Agreement are the Payment and Billing Policies of PR which are at https://www.pbisrewards.com/bpm/. The School acknowledges and agrees to the terms of the PR Billing and Payment Policy and acknowledges and agrees that same may be modified and/or amended by PR from time to time.

Support
Helpdesk support is available during standard business hours to any Staff or Admin user in the PBIS Rewards System for the School. The preferred method for initiating a helpdesk request is to send an email to:

support@pbisrewards.com

Please list your school name and PBIS Rewards School Code. Describe the problem and contact information for follow-up. A ticket will be opened and an email response confirming receipt of the helpdesk request will be sent back to the email address that made the request. You can also call in to request support by calling toll-free 1-844-458-7247. This number is answered Monday-Friday 8am to 5pm (Central Time Zone) with exceptions for the standard recognized US holidays.

Services
PR will permit the School to access its PBIS Rewards Services and the related software applications (the 'Services') for use in the Positive Behavior Interventions and Support program implemented by the School.

Use of Service
The School agrees to use the Services and any related equipment only for lawful purposes in the United States. Any Prohibited Use as described below shall subject the School to termination pursuant to the Section below labeled 'Termination by PBIS Rewards'. The School agrees not to use the Services for transmitting, receiving, accessing or storing any communication, virus or material of any kind which, in PR’s sole judgment, would: (i) constitute, or encourage conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, federal or international law, rule or regulation; (ii) constitute any illegal or prohibited mass marketing; (iii) promote unlawful violence or facilitate illegal activity; or (iv) cause damage or injury to any person or property (collectively a ‘Prohibited Use’). The School is responsible for the following: (i) any and all liability that may
arise out of the content transmitted by the School or by such other users using the Services; (ii) ensuring that the School's use of the Services and all content transmitted thereby will at all times comply with all applicable laws, regulations and written and electronic instructions for the use of the Services, including, but not limited to, PR's Acceptable Use Policy for PBIS Rewards located at https://www.pbisrewards.com/aup/, incorporated herein by this reference, (iii) ensuring that its network and systems comply with the relevant specifications provided by PR from time to time, (iv) all data entry and loading, (v) establishing and maintaining adequate operational back-up and disaster recovery provisions for School data in the event of a defect or malfunction that renders the Services non-operational, and (vi) determining whether the Services will achieve the results the School desires. PR's actions or inactions under this Section shall not constitute review or approval of any use of the Services by School or content transmitted thereby. The School will indemnify and hold harmless PR, its officers, members, managers and employees against any and all liability (including without limitation, court costs and attorneys' fees) arising out of or in connection with the School's use of the Services.

Privacy Policy and FERPA Policy Statement

Termination by PBIS Rewards
Notwithstanding anything to the contrary contained in this Agreement, PR may suspend or discontinue part or all of the Services or terminate this Agreement immediately upon notice to School for any of the following reasons: (i) School fails to pay any invoice within thirty (30) days from the date of invoice, provided PR gives School notice and an opportunity to cure its payment default within seven business days of such notice; (ii) Regulatory or other governmental actions which adversely affect the cost of providing the Services, determined in PR's sole discretion; (iii) School furnishes false or misleading customer information; (iv) School fails, in PR's sole discretion, to maintain satisfactory credit qualifications; (v) School fails to provide timely information or data necessary for activating the Services; (vi) School does not comply with any applicable software licensing agreements, if any; (vii) School becomes subject to voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceedings; makes an assignment for the benefit of creditors; or admits its inability to pay its debts; or (viii) a Prohibited Use has occurred. In such cases, PR may terminate this Agreement or any portion of the Service.

Agreement
This Agreement, including the PR Billing and Payment Policy and the PBIS Rewards Acceptable Use Policy which are incorporated herein, supersedes all proposals, oral or written, and all communications between the parties relating to the subject matter of this Agreement. This Agreement may not be altered, amended, modified or discharged in any way whatsoever except by subsequent instrument in writing signed by a duly authorized agent of PR and the School.

COPYRIGHT. All title, including, but not limited to, copyrights in and to the Services, other related materials, and any copies thereof are owned by PR. All rights not expressly granted are reserved by PR.

NO WARRANTIES. PR DOES NOT MAKE OR PROVIDE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS TO SCHOOL OR ANY OTHER PERSON WITH RESPECT TO THE SERVICES. PR EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE SERVICES AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE SERVICES AND ANY RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. The entire risk arising out of use or performance of the Services remains with School.

LIMITATION OF LIABILITY. In no event shall PR be liable for any damages whatsoever (including, without limitation, incidental or consequential damages that the School alleges to have suffered as a result of the Services or the failure of the Services, damages for loss of profits, or any costs or expenses for labor, transportation, or other expenses incurred by reason of the use of any defective goods, access interruption, loss of information, or any other pecuniary loss) arising out of the use of or inability to use the Services, even if PR has been advised of the possibility of such damages. Any action for PR's breach of this Agreement must be commenced by School within 90 days after the
cause of action shall accrue, and no such action may be maintained which is not commenced within such period.

DAMAGES UPON TERMINATION. In the event that PR at any time terminates the Service for any default by SCHOOL, in addition to any other remedies PR may have at law or in equity, PR may recover from SCHOOL all damages PR may incur by reason of such default, including reasonable attorney's fees. No failure of PR to exercise any power given PR hereunder, or to insist upon strict compliance by SCHOOL of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of PR's right to demand exact compliance with the terms hereof.

NOTICE. All notices that are required or permitted to be given under Agreement shall be in writing, duly signed by the party giving such notice, and transmitted either by personal delivery or by registered or certified mail with return receipt and postage prepaid. All such notices shall be effective immediately upon personal delivery or mailing to the addressee. The address of either party may be changed by notice to the other party given pursuant to this paragraph. For purposes of all notices or communications required or permitted to be given hereunder, the addresses of the parties hereto shall be as indicated below:

PR: PBIS Rewards
    223 NW 2nd St, Suite 300
    Evansville IN 47708
    United States

SCHOOL: Robert Stuart Middle School
    644 Caswell Ave West
    Twin Falls, ID 83301
    United States

WAIVER. No waiver by either party of any default in the performance of any part of this Agreement by the other party shall be deemed to be continuing waiver of any future default or a waiver of any other default hereunder. This Agreement and all referenced parts constitute the complete and entire agreement between PR and the School.

VENUE. Any suit relating to this agreement must be brought in a court of competent jurisdiction in Vanderburgh County, IN. This agreement shall be interpreted and governed by the laws of the State of Indiana. If any provision, part, or term of this agreement is in conflict with any law in the State of Indiana, the remaining provisions, parts, or terms shall be unaffected and shall remain valid and in force. In the event of any litigation between the School and PR relating to this agreement, the prevailing party shall be entitled to its reasonable attorneys' fees, including attorneys' fees for services rendered in appellate proceedings.

SEVERABILITY. If any provision, clause or part of this Agreement or application thereof to any person or circumstance is held invalid or unconscionable, such invalidity or unconscionability shall not affect other provisions or applications of this Agreement which can be given effect without the invalid or unconscionable provision or application, and to this end the provisions of this Agreement are declared to be severable.

AUTHORITY. The individuals executing this Agreement on behalf of the undersigned represent and warrant that such person is duly authorized to execute and deliver this Agreement on behalf of the undersigned and that this Agreement is binding upon the undersigned in accordance with its terms.
EXECUTION OF AGREEMENT. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or e-mail transmission shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original Agreement for all purposes. Signatures on this Agreement transmitted by facsimile or e-mail shall be deemed to be their original signatures for all purposes.

The pricing in this proposal is valid for 60 days.

In accepting this agreement, the School agrees to the work and terms as outlined in this proposal dated 8/14/2017.

To accept the terms of this proposal please sign and deliver this document to PBIS Rewards.

SIGN: ___________________________ SIGN: ___________________________
PRINT: Andrea McBride PRINT: Pat Heck
TITLE: Principal TITLE: President
FOR: Robert Stuart Middle School FOR: PBIS Rewards