

Contracts - Private Service Providers (PSP)/Consultants/Other

EXECUTIVE SUMMARY

Submitted for Board Information

Dates of Service	Vendor	Amount
10/1/20-9/30/21	Idaho Office for Refugees (Refugee School	Impact Grant)
20/21 yr.	Miller Behavior Group (Special Ed. services)	\$520 per day

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."*

Idaho Office for Refugees
Jannus, Inc.

SUBAWARD COVER SHEET

SUBRECIPIENT: Twin Falls School District 411
Db: Twin Falls School District
201 Main Avenue West
Twin Falls Idaho 83301

SUBAWARD TITLE: **Refugee School Impact Grant**

SUBRECIPIENT DUNS: 10-0015353

SUBAWARD NUMBER: **IOR-2103**

SUBAWARD PERIOD OF PERFORMANCE:

Effective Date: October 1, 2020
End Date: September 30, 2021

DESCRIPTION OF SERVICES: Educational services to recently arrived refugee children in elementary and secondary schools.

ANNUAL CONTRACT AMOUNT: **\$63,401**

CONTACT PERSON: Bill Brulotte
(208) 733-6900

Contract No. IOR-2103 RSIG—Twin Falls School District (October 1, 2020)

Signature Page

This Agreement between the Idaho Office for Refugees and the Twin Falls School District is executed this 7 day of January, 2020. ^{OR}

TWIN FALLS SCHOOL DISTRICT 411

Signature Bill Bullock

Title Associate Superintendent

JANNUS, INC.

Signature _____

Title _____

AGREEMENT FOR THE PROVISION OF SERVICES TO REFUGEES

Jannus, Inc., an Idaho nonprofit corporation ("Jannus") and **Twin Falls School District 411** ("Subrecipient") enter into this Agreement to provide services to eligible refugee populations under the grants listed in Schedule A to this Agreement ("Grants"). Within Jannus, administrative staff of the Idaho Office for Refugees ("IOR") will execute this Agreement.

1. BACKGROUND AND QUALIFICATIONS

- 1.1 Jannus is the agency responsible for the provision of cash assistance and services to refugees in Idaho and for overall coordination of the statewide refugee program. As the state coordinating agency and recipient of Federal funds, Jannus is required to provide certain services under the Grants, and is authorized under the terms of the Grants to subgrant or subcontract portions of the work required in providing such services. Jannus is required, by the terms of the Grants and by regulations governing its role as state coordinating agency, to conform to certain information monitoring and reporting requirements in connection with the delivery of the services required under the Grants.
- 1.2 Subrecipient wishes to perform as a subrecipient pursuant to the terms and conditions set forth below. Subrecipient warrants that (1) it has met the qualifications required of subrecipients or subcontractors under the Grants; (2) it has obtained all corporate or other approvals required to enter into this Agreement; and (3) its performance of the obligations of this Agreement will not conflict with any of Subrecipient's existing contracts or obligations.

2. SERVICES TO BE PROVIDED

- 2.1 Subrecipient agrees to provide the services set forth on Schedule B to this Agreement to members of the target population as defined therein, to provide such services at times when a majority of eligible refugees in the service area are able to participate, as determined through Jannus' and Subrecipient's assessment of the needs of the target population, and to provide services in a manner that is satisfactory to Jannus and conforms to Jannus' standards for culturally and linguistically appropriate services. All services shall be provided within the geographic area set forth on Schedule B to this Agreement.
- 2.2 The determination whether services are satisfactory shall be made by Jannus according to:
 - 2.2.1 Subrecipient's adherence to the work schedule and timetable for project implementation set forth on Schedule B to this Agreement;
 - 2.2.2 Subrecipient's adherence to the terms of this Agreement;
 - 2.2.3 Other factors that Jannus, within its reasonable discretion, deems relevant.

3. COMPENSATION FOR SERVICES

3.1 Jannus will reimburse Subrecipient on a monthly basis for actual expenses incurred in the performance of its obligation under this Agreement ("Costs"). Reimbursement of Costs shall not exceed **\$63,401** during the term of this Agreement, unless this Agreement is amended as set forth in Section 17 of this Agreement. Payment for services will be based on satisfactory performance of the services set forth on Schedule B to this Agreement provided that:

3.1.1 Costs are allowable by the terms of this Agreement, including any Standard Terms and Conditions of Grant Awards; Cost Principles as well as all other requirements referenced on Schedule A and D to this Agreement; and

3.1.2 Costs are incurred in accordance with the Subrecipient's established policies and procedures

Indirect expenses, if applicable, will be reimbursed as Costs at the lesser of the rate shown in the budget attachment (Schedule C) and the Subrecipient's approved Federal indirect rate.

3.2 Subrecipient shall submit an invoice to Jannus within the time frame specified on Schedule C Budget and Billing Procedures. Jannus shall make payment within fifteen (15) days after receipt and approval of the monthly invoice. Invoices must show sufficient detail to indicate clearly the nature of all expenses in the format provided on Schedule C. A final invoice must be submitted within 60 calendar days after the termination of this Agreement and must be marked "Final." All invoices shall be submitted to:

Tara Wolfson, Director
Idaho Office for Refugees
Jannus
1607 W. Jefferson Street
Boise, Idaho 83702

or to such other address as Jannus may provide.

4. INFORMATION REPORTING

4.1 Subrecipient agrees to adhere to the information reporting requirements set forth on Schedule B, including but not limited to providing the following information to Jannus on an ongoing basis through the Statewide Refugee Information System:

4.1.1 Enrollment and employment services information; and

4.1.2 Information on individual participation in services.

4.2 Subrecipient agrees to provide progress reports to Jannus no later than fifteen (15) days after the close of each reporting period during the term of this Agreement. Progress reports shall include:

- 4.2.1 Measurements of progress toward achievement of project goals and objectives, and
- 4.2.2 Other information required by the terms and conditions of Schedules A or B.
- 4.3 Subrecipient agrees to provide financial reports as follows:
 - 4.3.1 Annual audit report within 30 days of agency receipt.
- 4.4 Subrecipient agrees to maintain accurate and complete records of participant eligibility for assistance and services, types and amounts of assistance and services provided, cost of assistance and services, and outcomes of service delivery. Subrecipient shall make such records available to Jannus upon request.
- 4.5 Subrecipient agrees to maintain accurate and complete financial records that document the uses of all funds provided by Jannus pursuant to this Agreement and to make such records available to Jannus whenever requested.
- 4.6 Subrecipient agrees to maintain all fiscal and program records and to make such records available to Jannus for inspection and copying for a minimum of three years after the end of the grant period.
- 4.7 Subrecipient agrees to grant Jannus, the U.S. Office of Refugee Resettlement, the U.S. Comptroller General, and all of their duly authorized representatives access to any books, documents, papers and records of Subrecipient that are directly pertinent to the Grants and the services provided there under for the purpose of making audits, examinations, excerpts and transcriptions.

5. TECHNICAL ASSISTANCE

- 5.1 Jannus will assist Subrecipient in the performance of its duties under this Agreement by providing technical assistance, training and resource information. Such assistance may include the following:
 - 5.1.1 Publication and dissemination of policies, procedures and best practices;
 - 5.1.2 Quarterly meetings of Subrecipients, conducted for the purpose of discussing issues evolving in connection with the Grants and the services provided there under and to further the goals and objectives thereof;
 - 5.1.3 On-site visits by Jannus staff; and
 - 5.1.4 Such additional technical assistance as Jannus deems beneficial.
- 5.2 Subrecipient agrees to participate actively with Jannus in its technical assistance programs, and to make good faith efforts to implement recommendations and other guidance received from Jannus' materials and staff.

6. INSURANCE

Subrecipient shall maintain, at its own expense, commercial general liability and, if applicable, worker's compensation insurance and shall provide Jannus certificates of insurance upon request.

7. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDITS

This Agreement is subject to the administrative requirements set forth in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as well as the terms and conditions listed on Schedule D. Jannus will reimburse Subrecipient for direct and indirect costs provided that the applicable cost principles are followed. In the event that Subrecipient receives more than \$750,000 (directly or as a pass-through) from federal sources, a single audit must be performed in addition to an annual financial audit.

8. PRIOR APPROVAL AND NOTIFICATION REQUIREMENTS

8.1 The following Subrecipient actions require prior approval from Jannus:

8.1.1 Change in scope of project;

8.1.2 Significant deviation from or changes in line-item budget;

8.1.3 Changes in key personnel: Subrecipient is required to notify Jannus in writing if the Project Director or key personnel, as identified in the budget narrative, will withdraw from the project entirely, be absent from the project during any continuous period of 3 months or more, or reduce time devoted to the project by 25 percent or more from the level that was approved at the time of award;

8.1.4 All actions requiring prior approval listed in the Cost Principles.

9. PUBLIC POLICY REQUIREMENTS

9.1 Subrecipient hereby agrees to provide equal employment opportunity and to take affirmative action in employment in accordance with all relevant sections of Executive Order 11246 as amended by Executive Order 11375 and Department of Labor Regulations set forth at 41 CFR, part 60.

9.2 Subrecipient acknowledges that the Department of Health and Human Services has rights in any research or other original work product developed in connection with the services delivered under the Grants in accordance with 37 CFR, part 401 "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the Department of Health and Human Services.

9.3 Subrecipient hereby agrees to file a certification with Jannus that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or

other award covered by 31 U.S.C. § 1352. Subrecipient further agrees to disclose to Jannus any lobbying with nonfederal funds conducted in connection with obtaining any federal grant award.

- 9.4 Subrecipient certifies that it has not been debarred, suspended or otherwise excluded from receiving federal contracts in accordance with Executive Order 12549 or 12689 and that the name of Subrecipient and the name of Subrecipient's directors and officers do not appear on the General Services Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs." Subrecipient consents to a search of the Excluded Parties list at <http://sam.gov>
- 9.5 Subrecipient will acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Subrecipients are required to state (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.
- 9.6 Subrecipient acknowledges, and to the extent applicable, agrees to comply with all applicable standards, orders or regulations issued pursuant to the Age Discrimination Act of 1975, the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 providing that any individual participating in any program or activity receiving Federal financial assistance not be discriminated against on the basis of age (45 CFR part 91) race, color or national origin (75 CFR part 80) or handicap (45 CFR parts 84 and 85).
- 9.7 Subrecipient must take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency.

10. TERM AND TERMINATION

- 10.1 The initial term of this Agreement shall commence on the effective date of **October 1, 2020**, and shall continue for **one year** from the effective date unless renewed by mutual agreement of the parties or terminated earlier pursuant to this Section.
- 10.2 This Agreement may be terminated by either Jannus or Subrecipient, with or without cause, upon sixty (60) days notice delivered in accordance with the requirements of Section 12 of this Agreement.
- 10.3 This Agreement may be terminated immediately for cause, upon delivery of notice to the non-terminating party. Cause includes, but is not limited to the following:
 - 10.3.1 Jannus' failure to make the payments required by Section 3;
 - 10.3.2 Subrecipient's failure to perform the services required by Section 2 in a satisfactory manner and/or failure to perform the information reporting or access to information required by Section 4; and

- 10.3.3 Subrecipient's failure to comply with applicable federal public policies as required by Section 9.
- 10.4 This Agreement will terminate immediately in the event any of the Grants is withdrawn, terminated or modified in a manner inconsistent with the existence of this Agreement by the U.S. Office of Refugee Resettlement, the U.S. Department of Health and Human Services or the U.S. Congress.

11. DISPUTE RESOLUTION AND ENFORCEMENT

- 11.1 In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt to settle the dispute through good faith negotiations. Such negotiations will include open communications and joint problem solving to reach a mutually agreeable resolution of the dispute.
- 11.2 If good faith negotiations fail to settle any dispute and there remains any unresolved controversy, claim or failure to comply with any material term of this Agreement, Jannus shall be entitled to enforce Subrecipient's performance under this Agreement through the exercise of any remedy set forth in Title 45, Section 92.43 of the Code of Regulations, including, but not limited to, any one or more of the following:
 - 11.2.1 Withholding contract payments, including the withholding of payments in amounts equal to overpayments to refugees which result from Subrecipient's error or noncompliance;
 - 11.2.2 Disallowing all or part of the cost of any activity which is not in compliance with the terms of the Agreement;
 - 11.2.3 Suspending or terminating the funding provided to Subrecipient under this Agreement, in full or for specified activities; and
 - 11.2.4 Withholding further awards from Subrecipient.

Jannus' imposition of the remedies described in 11.2.1 and 11.2.2 above shall not relieve Subrecipient of its obligations to perform fully under this Agreement. The forgoing remedies shall be in addition to Jannus' right to terminate this Agreement under Section 10 of this Agreement and any other remedies available under applicable law.
- 11.3 In the event that Subrecipient believes that any of the remedies set forth in this Section has been imposed against it without due cause, or is otherwise aggrieved by Jannus' exercise of the rights set forth in this Section, Subrecipient shall be entitled to present its claim to an impartial mediator, agreeable to both parties, for resolution. The mediator shall hear testimony from both parties and any reasonable number of witnesses that each party wishes to call, and shall recommend a solution to the conflict. Subrecipient shall give Jannus notice, in accordance with the provisions of Section 12 of this Agreement, of its intent to present the matter for mediation.

- 11.4 In the event that the dispute described in Section 11.2 cannot be resolved through mediation, the parties agree to submit the matter to an arbitrator for binding resolution in accordance with the Uniform Arbitration Act, Idaho Code Title 7, Chapter 9. The arbitrator shall be chosen from a roster of qualified neutral arbitrators, and shall be agreeable to both parties. In the event that the parties cannot agree on the selection of an arbitrator, Jannus and the Subrecipient shall each identify three (3) three acceptable neutral arbitrators, and, starting with Jannus, shall alternate in striking one (1) name from the other party's list of arbitrators. The last name remaining shall be the arbitrator of the dispute. The arbitrator shall have no authority to impose punitive damages or to vary the terms of this Agreement, and shall be bound by controlling law.
- 11.5 This Agreement is governed by Idaho law. Any unresolved controversy or claim shall be settled by a court of competent jurisdiction located in Ada County, Idaho. Ada County, Idaho shall be the proper venue for mediation, judicial or other proceedings under this Agreement.
- 11.6 Each party shall be responsible for payment of any attorney fees it incurs in connection with the dispute resolution processes described in this Section, and fifty percent (50%) of the costs of such dispute resolution procedure. All proceedings under this Section shall be scheduled in a manner, which accommodates both parties.

12. NOTICE

All notices under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, postage prepaid, to Jannus and Subrecipient at the notice addresses set forth below, or such other addresses as may from time to time be designated in writing by the applicable party. Notices shall be deemed given on the date they are mailed in accordance with this Section.

Subrecipient: Twin Falls School District 411
201 Main Avenue West
Twin Falls Idaho 83301
Attn: Bill Brulotte

Jannus: Idaho Office for Refugees
1607 W. Jefferson Street
Boise, Idaho 83702
Attn: Tara Wolfson

13. INDEMNITY

Subrecipient shall indemnify and hold harmless Jannus from and against any and all claims arising in connection with this Agreement and the services provided hereunder and from and against all costs, attorneys' fees, expenses and liabilities incurred in or from any such

claim. Subrecipient, upon notice from Jannus, shall defend the same at Subrecipient's expense by counsel reasonably satisfactory to Jannus; however, in no event shall the amount paid to Subrecipient's attorney exceed what would be reasonable attorneys' fees incurred in connection with the applicable claim.

14. ENTIRE AGREEMENT

This Agreement, of which the Schedules, and any other attachments and exhibits are an integral part, contains all covenants, accords and agreements between parties relating in any manner to the Grants and the services to be provided there under, and may be amended only in the manner set forth herein.

15. SEVERABILITY

Any provision of this Agreement that shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision thereof and the remaining provisions shall remain in full force and effect.

16. ASSIGNMENT

Subrecipient shall not assign any portion of this Agreement without Jannus' prior written consent, which consent shall not be unreasonably withheld.

17. AMENDMENT

This Agreement may be amended only by written agreement signed by both Jannus and the Subrecipient.

Contract No. IOR-2103 RSIG—Twin Falls School District (October 1, 2020)

**Schedule A
Grants**

Applicable Grants:

All activities described in this Agreement are authorized by and subject to the terms and conditions of the following Federal Grant(s):

Health and Human Services, Administration for Children and Families, Office of Refugee Resettlement

- Refugee Support Services - Refugee School Impact Grant Set Aside (2001IDRSOC, CFDA # 93.566)
Award Amount This Action: \$21,906
Total Award Amount To-Date \$21,906

- Refugee Support Services - Refugee School Impact Grant Set Aside (2101IDRSOC, CFDA # 93.566)
Award Amount This Action: \$41,495
Total Award Amount To-Date \$41,495

Contract No. IOR--2103 RSIG—Twin Falls School District (October 1, 2020)
Schedule B-1
Services to be Provided

APPROACH

Student Eligibility. School district services will be provided to refugees possessing an I-94 arrival card or Permanent Resident card showing refugee, asylee, Cuban/ Haitian Entrant status or Iraqi and Afghan children with a Special Immigrant Visa (SIV). Eligibility will be documented at time of student enrollment. Student U.S. arrival and enrollment dates will be tracked through school district data bases or by other means, allowing district personnel to determine which students have been residing in the U.S. for less than three years.¹ All services will be prioritized to newly arrived refugees and recent arrivals with persistent adjustment issues.

OBJECTIVE 1: Improve refugee families' school readiness, enrollment and transition process

The Twin Falls School District will maintain a dedicated full-time Family Liaison position to continue improving school enrollment assistance for newly arrived refugee families. With interpreter assistance, the Liaison will meet with each newly arrived family to review the enrollment process and assist with forms, appointments, and document gathering. The liaison will accompany (or coordinate with case managers to accompany) families to school enrollment meetings, with the CSI Refugee Center providing both transportation and interpreters. During enrollment, the liaison will facilitate family tours of the school and introductions to school personnel as a means to establish strong parent-school relationships. For children with special needs and/or behavioral or emotional issues, the Family Liaison will help to connect the students and families with the appropriate staff and resources at the schools.

The Twin Falls School District will fund the school orientation program. Sessions will continue to evolve, will be led by the Family Liaison position within the School District, and will be coordinated with the CSI Refugee Center.

The Family Liaison will secure donations of school supplies or clothing and assist with the free and reduced priced meals application. The Liaison will give refugee parents school bus schedules, mapped directions to the school, school telephone numbers (with guidance on how and when to call), and school/ELL handbooks for the students and parents.

¹ ORR recognizes that some school districts interpret the 1982 Supreme Court decision in Plyler v. Doe to prohibit school officials from asking for any documentation of a child's immigration status for any purpose, including verifying eligibility for federally funded refugee programs. The holding in Plyler does not affect programs funded by ORR, which by their nature require verification that a prospective beneficiary is eligible to receive services. As required by 45 CFR 400.43(a), children seeking to participate in projects funded by an ORR Refugee School Impact Grant must provide documentation of their refugee status. Recipients and subrecipients should secure copies of I-94's and green cards for eligible refugee children for their files. If a local Voluntary Agency provides a Refugee School Impact grantee or subrecipient with a letter certifying a list of children to be eligible refugees with refugee name, date of birth, refugee status, and date of arrival, and such certification and source documentation are available for the Government to review, ORR will consider the requirement to be satisfied.

The sheltered programs' teachers will work with the Family Liaison to introduce refugee parents to their child's new school and teachers; and with mainstream teachers on the refugee students' academic progress, adjustment, and culture.

OBJECTIVE 2: Sustain and expand refugee students' academic programs and services

New 6th-12th grade students may be placed in the Newcomer Program where their language and academic levels are assessed and developed with the Secondary-level Newcomer Teacher for two class periods each day. Services will include monitoring of progress on state and federal mandated testing, grade and course placement, acculturation, and English language instruction. Students may be placed in co-taught courses or Newcomer Cohorts for additional support throughout the school day. The District will also sustain its K-5th grade Newcomer Program at district expense.

OBJECTIVE 3: Support refugee parent involvement in their children's education

The Twin Falls School District, with the support of CSI Refugee Program staff, will develop relationships with refugee parents and remove barriers to their involvement in their children's education. The Family Liaison will conduct at least two home visits with newly arrived families, more for those with complex adjustment issues, to learn about the family's culture and home learning environment, talk about their children's learning, discuss perceived academic success as well as behavioral challenges, and encourage attendance at school meetings and events. Interpreters will be utilized. The District will sponsor family-centered activities that are inclusive of newly arrived refugees. Refugee parents will be specifically asked to attend online (due to COVID - 19) parent-teacher conferences, back-to-school meetings, reading nights, school fairs, sports events, and other occasions. Schools will encourage refugee participation in family literacy programs offered by local organizations.

OBJECTIVE 4: Increase refugee student involvement in school activities

In order to reduce barriers to refugee student participation in school activities and create new activity opportunities, the Family Liaison and teachers will identify children's interests in extra-curricular activities. The Liaison will facilitate students' activity enrollment. CSI Refugee Center will support the District's efforts by offering transportation for students to attend school activities.

School Personnel Training: The Twin Falls School District will continue to host State Department of Education professional development workshops on English Language Learner Standards and sheltered instruction.

OUTCOMES EXPECTED

Outcomes expected to be achieved as a result of educational services provided under this contract are specified below. Outcomes address refugee students who arrive during the annual budget period or have arrived during the preceding year. All outcomes will be compared to Fall 2020 baseline data from the school districts.

Outcome 1: Academic Performance

Outcome goal. At least 80% of refugee students will meet expected growth targets, as defined by

the Idaho Department of Education, for Spring 2021 and Fall 2021 Idaho State Achievement Test (ISAT).

Outcome measures and reports. The ISAT is given to all students in grades 3-10 every fall and spring. (First year LEP students are not required to take reading and language test sections.) Spring test scores will be the best indicator of student academic progress resulting from project objectives. Refugee student test outcomes will be reported to the district's Federal Programs Director.

Outcome 2: School Attendance Rates

Outcome goal. Ninety percent of refugee students will meet school district's policy of at least a 90% attendance rate.

Outcome measures and reports. The District ELL Instructional Coach will report refugee student attendance rates to the Federal Programs Director on a quarterly basis.

Outcome 3: English Language Acquisition

Outcome goal. Ninety percent of refugee students will meet growth targets, as defined by Idaho Department of Education, in the WIDA Access 2.0 test domain.

Outcome measures and reports. The WIDA Access 2.0 assesses English language proficiency levels in reading, speaking, listening, and writing. A placement test is given to English language learners upon enrollment. Every spring the WIDA Access 2.0 test will be given. School districts are accountable for meeting standardized growth levels for each student. Spring test scores will be the best indicator of student progress;

Outcome 4: School Adjustment

Outcome goal. The percentage of refugee students with discipline issues will be same as other students.

Outcome measures and reports. Each school will report the number of refugee student suspensions or expulsions to the Federal Programs Director on a quarterly basis.

Outcome 5: School Advancement

Outcome goal. Ninety-five percent of refugee students will be promoted to next grade level.

Outcome measures and reports. The district's Federal Programs Coordinator will examine its data base of refugee student records at the end of each school year.

OBJECTIVE 6: Participate in RSIG semiannual meetings as well as quarterly Community Consultation Meetings.

The Twin Falls School District will participate in the above meetings for the purposes of strengthened collaboration and information sharing with the Refugee Service Providers.

Contract No. IOR-2103 RSIG—Twin Falls School District (October 1, 2020)
Schedule B-2
Reporting Schedule

Semi-annual progress reports will be submitted to the Idaho Office for Refugees no later than **April 15th, 2021** and **October 15, 2021**. Progress reports will include both a narrative describing student outcomes, district initiatives, etc. for the Schedule A narrative report, as well as data for the Schedule D and Annual Service Plan report. The District will provide the following information to IOR and keep back-up data on file for 3 years to support the information provided to IOR that includes #A numbers, first and last name, US date of arrival, and gender.

Data includes:

ORR Schedule A: (Due April 15 and October 15, 2021)

- In narrative format include summary of accomplishments and new initiatives as well as challenges and emerging issues. Summary should not exceed a typed page

ORR Schedule D: (Due April 15 and October 15, 2021)

- Unduplicated # refugee students receiving RSIG services (Male/Female*)
- Unduplicated # of parents & students who completed a formal orientation (Male/Female*)
- # of students promoted to the next grade (Male/Female*)
- Paragraph that analyzes and reflects on data reported including overall observations in data trends and explain any anomalies in data

ORR Annual Service Plan (Due October 15, 2021)

- Report number of participants you served October 1, 2020- September 30th 2020 who are 0-12 months since arrival in the US
- Report number of participants you served October 1, 2020- September 30th 2020 who are 13-60 months since arrival in the US

**broken down by male and female*

Instructions

ORR-6

https://www.acf.hhs.gov/sites/default/files/orr/orr_6_performance_report_instructions.pdf

Annual Service Plan

https://www.acf.hhs.gov/sites/default/files/orr/prra_orr_6_annual_service_plan_instructions_exp_0228_2022.pdf

Contract No. IOR-2103 RSIG—Twin Falls School District (October 1, 2020)
Schedule C
Budget and Billing Procedures

Line item budget totaling \$63,401 for the annual contract period is attached. All funding received will be used to provide services as described on Schedule B-1.

The Twin Falls School District will submit monthly invoices to the Idaho Office for Refugees. Invoices will be submitted no later than the 15th day of the following month.

Contract No. IOR-2003 RSIG—Twin Falls School District 411 (October 1, 2020)

Schedule D

Funding Streams and Grant Guidance

Funding Streams:

All activities described in this Agreement are authorized by and subject to the terms and conditions of the following Federal Grant(s):

Funding Agency	FAIN	CFDA #	CFDA Title	Award Date(s)	Award Amount
DHHS, ACF, ORR	2001IDRSOC	93.566	Refugee and Entrant Assistance – State Administered Programs (Not a Research Grant)	11/6/2019,12/6/2019,2/6/2020, 5/27/2020,9/9/2020	\$1,689,252
DHHS, ACF, ORR	2101IDRSOC	93.566	Refugee and Entrant Assistance – State Administered Programs (Not a Research Grant)	10/1/2020	\$299,951

Grant Guidance: Links to Grants Policies, Regulations, Principles and Requirements

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
<https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=02748a1e7fab41711ba2b063bc8eb05&ty=HTML&h=L&mc=true&n=pt2.1.200&r=PART>
- Uniform Administrative Requirements, Cost Principles, and Audit Requirement for HHS Awards (45 CFR Part 75)
<https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=df3c54728d090168d3b2e780a6f6ca7c&ty=HTML&h=L&mc=true&n=pt45.1.75&r=PART>
- Post Award Terms and Conditions
<https://www.acf.hhs.gov/grants/post-award-requirements>
- Refugee Resettlement Program – Title 45 CFR Part 400
<https://www.acf.hhs.gov/orr/resource/400-refugee-resettlement-program>
- HHS Grants Policy Statement
<https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>
- Federal Restrictions on Lobbying
<https://www.hhs.gov/grants/grants/policies-regulations/lobbying-restrictions.html>

Attached is the following:

- Cooperative Agreement between USDHHS/ACF/ORR and Jannus, Inc.

SPECIAL SERVICES
INDEPENDENT CONTRACTOR CONTRACTUAL AGREEMENT

This Contractual Agreement is entered into between -----(hereinafter referred to as "District") and Miller Behavior Group (hereinafter referred to as "Contractor").

Whereas, the District provides special education 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 the outlined services below 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 1st day of October, 2020, and remain in effect until the 30th day of June, 2021. 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 may be renewed annually or can be terminated by either party with thirty (30) days written notice.

COMPENSATION/BILLING:

The District shall compensate Contractor for the following types of direct services:

- Observations
- Screenings for instructional purposes
- Administer and score academic assessments
- Functional behavioral assessments
- Behavior Consultation
- Behavior plans and follow-up
- Prepare reports summarizing assessment results
- Prepare recommended goals and objectives
- Provide environmental recommendations
- Attend meetings
- Provide staff training on agreed upon topics

Contractor will submit, by the 5th day 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 for Medicaid reimbursement. The district will issue checks as soon as possible based on District needs but no later than 45 days after receiving the invoice. Provided contract has submitted the proper paperwork to the District. Each monthly statement must include the following information for each student receiving services: a) student's name; b) description or services provided; c) total number of units spent in providing professional services; and d) cost of services provided. Additional documentation may be required by the District and will be provided within ten (10) working days of the date the written request for the documentation is made. The district agrees to provide a summer of this information prior to contract work being completed

The district agrees to pay the contractor 520\$ per full day of service. Should teletherapy be an needed the district will pay 50\$ an hour.

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:

Contractor shall render the professional services enumerated on an outlined work plan and the 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:

Contractor 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 on an outlined work plan unless the parties mutually agree to a modification 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 expected to participate; 2) signed parental consent forms, as necessary; 3) identifying information regarding the client and the parent/guardian; and, 4) reasonable assistance in facilitating communication between the Contractor and clients, parents/guardian, and other providers and agencies.

PRIOR APPROVAL OF SERVICES:

All services rendered by Contractor under the terms of this Contractual Agreement shall require prior approval by the District in accordance with federal and state laws and regulations, local policies and procedures, and professional codes of conduct.

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:

Commercial General and Umbrella/Excess Liability Insurance. Contractor and its subcontractor(s) of any tier shall maintain Commercial General Liability (CGL) written on an occurrence basis and with a limit of not less than \$1,000,000 each occurrence and in aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than \$1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under a contract including the tort liability or another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with commercial Umbrella or Excess Liability policy.

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-WAVIER 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.

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 use the agency's internal procedures to address the concern.
2. If resolution is not achieved at the previous level, the issue and all relevant information will now be forwarded to the special education director of the Joint School No. 2 and contractor's administrator.
3. If consensus is not reached at the previous level, the special education director will forward the issue and all relevant information to the superintendent of the Joint School No. 2.
4. 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.
5. If these concerns are not resolved in the dialogue with school administrator (special education director and/or superintendent) and the contractor's administrator, the DHW regional licensing entity may be contacted to investigate the situation.

STUDENT DATA PRIVACY AND SECURITY

Contractor acknowledges its obligation to comply with the Idaho Data Accountability Act, Idaho Code Section 33-133. Contractor covenants and represents as follows:

1. Contractor 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 and comply with all federal and state laws;
2. Contractor represents and warrants that it has in place Administrative Security, Physical Security, and Logical Security controls to protect from a data breach or unauthorized data disclosure;
3. Contractor agrees to restrict access to personally identifiable information (PII) to only authorized staff who require such access to perform their assigned duties;
4. Contractor is prohibited from using student data and PII for secondary uses including, but not limited to, sales, marketing, or advertising;
5. Contractor agrees to indemnify and hold harmless the School District from any liability, including, but not limited to, costs, fines, expenses, and attorney fees, resulting from Contractor's performance of the services provided under this Agreement and/or non-compliance with state and federal law regarding Student Data Privacy and Security; and
6. Contractor represents and warrants that it has an appropriate records retention schedule and/or policy for the destruction of data that is consistent with the School District's record retention policy

PENALTIES FOR CONTRACTOR'S FAILURE TO COMPLY WITH STUDENT DATA PRIVACY AND SECURITY

Penalties for Contractor's non-compliance with state and federal law or Contractor's covenants and representations regarding Student Data Privacy and Security as set forth in this Agreement will be assessed at the discretion of School District's Board of Trustees and may include, but are not limited to:

1. Immediate termination of any contracts with the School District without cause and for convenience, without recourse by Contractor;
2. A two-year ban on Contractor's ability to contract and provide services to the School District; and
3. Any other sanction the School District's Board of Trustees deems proper and appropriate under the circumstances.

DEFINITIONS

1. "Administrative Security" consists of policies, procedures, and personnel controls including security policies, training, and audits, technical training, supervision, separation of duties, rotation of duties, recruiting and termination procedures, user access control, background checks, performance evaluations, and disaster recovery, contingency, and emergency plans. These measures ensure that authorized users know and understand how to properly use the system in order to maintain security of data.
2. "Aggregate Data" is collected or reported at a group, cohort or institutional level and does not contain PII.
3. "Data Breach" is the unauthorized acquisition of PII.
4. "Logical Security" consists of software safeguards for an organization's systems, including user identification and password access, authenticating, access rights and authority levels. These measures ensure that only authorized users are able to perform actions or access information in a network or a workstation.
5. "Personally Identifiable Information (PII)" includes: a student's name; the name of a student's family; the student's address; the students' social security number; a student education unique identification number or biometric record; or other indirect identifiers such as a student's date of birth, place of birth or mother's maiden name; and other information that alone or in combination is linked or linkable to a specific student that would allow a reasonable person in the school community who does not have personal knowledge of the relevant circumstances, to identify the student.
6. "Physical Security" describes security measures designed to deny unauthorized access to facilities or equipment.
7. "Student Data" means data collected at the student level and included in a student's educational records.
8. "Unauthorized Data Disclosure" is the intentional or unintentional release of PII to an unauthorized person or untrusted environment.

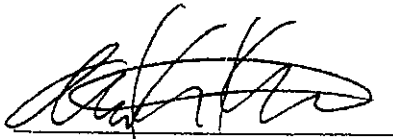
COMPLETE STATE OF TERMS:

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 instrument in writing signed by the duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have executed this Contractual Agreement on this ___ 18th ___ day of
_December _____, ___ 2020 _____.

Kindel Mason

Superintendent/Designee Signature



Miller Behavior Group
Contractor