

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

EXECUTIVE SUMMARY

Submitted for Board Information

Dates of Service	Vendor	Amount
2021-2022 year	St. Luke's Magic Valley Regional Medical Center, Ltd.	\$69,361.00
2021-2022 year	A Caring Hand Home Health Care	\$19.00 to \$50.00 per hour
2021-2022 year	Southern Idaho School Psychology (SISP), David Standley, Ph.D.	\$53,200 per year

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."*

**SECOND AMENDMENT
To
TWIN FALLS SCHOOL DISTRICT NURSING PROGRAM SUPPORT AGREEMENT**

THIS SECOND AMENDMENT (“Second Amendment”) is made and entered into effective August 1, 2021 (“Effective Date”) by and between **St. Luke’s Magic Valley Regional Medical Center, Ltd.**, with offices located at 801 Pole Line Rd W. Twin Falls, Idaho 83301, (“St. Luke’s”), and **Twin Falls School District**, with offices located at 201 Main Ave W. Twin Falls Idaho 83301, (“TFSD”). Both St. Luke’s and TFSD are referred to herein individual as a “Party” and collectively as the “Parties.”

WHEREAS, the Parties entered into a Twin Falls School District Nursing Program Support Agreement, effective August 1, 2018 (“Agreement”) whereby St. Luke’s agreed to provide an annual sum to TFSD in support of the ongoing development of the TFSD school nursing program; and

WHEREAS, the Parties entered into a First Amendment of the Agreement (“First Amendment”) effective August 1, 2019 amending specific terms of the Agreement; and

WHEREAS, the Parties desire to further amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

ARTICLE I

1. Section 1.1 “Support of TFSD School Nurse Program” of the Agreement is deleted in entirety and replaced with the following:

“1.1 Support of TFSD School Nurse Program. St. Luke’s agrees to provide TFSD with Sixty-Nine Thousand Three Hundred Sixty-One and 00/100 Dollars (\$69,361.00) during each year of this Agreement to support the ongoing development of the TFSD school nursing programs. Payments shall be made no later than September 1st of each year.”

ARTICLE II

1. All other terms and conditions of the Agreement, as previously amended but not amended by this Second Amendment, shall herein remain in full force and effect. In the event of a conflict between the Agreement and this Second Amendment, the terms and conditions of this Second Amendment shall govern.

[Remainder of Page Intentionally Left Blank; Signatures to Follow]

INTENDING TO BE LEGALLY BOUND, the Parties hereto enter this Second Amendment as of the Effective Date set forth above.

ST LUKE'S HEALTH SYSTEM, LTD.

TWIN FALLS SCHOOL DISTRICT

By:

Angie Gribble

By *Kindel Mason*

Name: Angie

Name: Kindel Mason

Gribble

Its: Director of Support Services TFSD

Its: Director of Community Health & Engagement

Date: 7/21/2021

Date: 7/20/2021



A Caring hand Home Health Care
1051 Eastland Dr. Suite 2, Twin Falls
Phone: 208-736-4903
Fax: 208-736-4894
mary.huntington@vidaseniorresource.com

Service agreement for CNA/LPN/RN staff- 2021/2022 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	\$19.00
T1003	LPN	\$30.00
T1002TD	RN	\$50.00 (to include skilled service and training)
G9002	RN Assessment	\$80.00 (Annual Assessment)
T1001	Supervisory RN	\$50.00 (One visit and/or as needed per month)
\$50.00 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, 2021** through **June 31, 2022** 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 Mary Huntington

Date: 6/6/2021

Twin Falls School District

Administrator Kirby

Date: 7/22/21

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411

201 MAIN AVE. WEST
TWIN FALLS, IDAHO 83301-6197
(208) 733-6900 FAX (208) 733-8474

INDEPENDENT CONTRACTOR AGREEMENT

Name of Independent Contractor: David Standley, Ph.D.
Business Name (if any): Southern Idaho School Psychology
Address, City, State, Zip: 1014 Pahsimeroi Dr. Twin Falls, ID 83301
Contact Phone: (831) 521-9899 Cell: (831) 521-9899 Fax: N/A

Please attach vendor application packet (if applicable) from website, Taxpayer identification and certification.
Description of project and/or work being performed: I provide psychological services to schools.
Location: 301 Main Ave. West Twin Falls, ID 83301 Dates of service: August 19, 2021 thru May 25, 2021
District Contact name: Kindel Mason Phone: (208) 733-8456

Are you working more than 5 days per year for the district?	Y*	N
Is licensing required for the type of services you will be providing?	Y*	N
Does the cost for work performed exceed over \$3,000 per year?	Y*	N
Will you have direct access to students without adult supervision?	Y*	N

*See attached
for details*

Please attach current certificates of liability insurance with 1 million limits of liability and workers compensation with the Twin Falls School District, 201 Main Ave. W., Twin Falls, Idaho 83301 listed as an additional named insured. If this is not attached, please explain: _____ and, sign the Hold Harmless Agreement. I understand that I may be responsible for any liability for workers compensation as determined by the Industrial Commission charged against the district and agree to pay these liabilities as billed. _____ Initial

INDEPENDENT CONTRACTOR: I agree that I am an independent contractor of the District and in no way an employee or agent. I am not entitled to worker compensation or any benefit of employment with the District. The District shall have no control over the performance by CONTRACTOR except to specify the time and place of performance, and the results to be achieved. The District has no responsibility for security or protection of CONTRACTOR'S supplies or equipment. I agree to pay and be responsible for all taxes due from the compensation received under this application/agreement.

INDEMNIFICATION: Contractor agrees to indemnify, defend, and hold harmless the District, its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representatives under this application/agreement.

Printed Name and Title: David Standley, Ph.D.

Signature _____ Date _____

By signing this agreement, I understand and acknowledge that the District does not extend its liability to me or my company and I am not covered by insurance provided to the District and I have read and understand this waiver.

Principal/Coach/Teacher _____ Date _____

Approved Y N Signature _____ Date _____
Twin Falls School District Office Administrator Title _____

If not approved: Reason _____

Are the following certificates attached:

Liability? _____ Work. Comp.? _____ Vendor Application? _____ Hold Harmless? _____

The District will not be responsible to pay any invoices for work performed unless this agreement is signed and ALL information has been completed and attached with authorization and District approval prior to work performed.

Twin Falls School District #411

THIS AGREEMENT, entered into on this 19 day of August 2021 between David Standley, Ph.D., *Southern Idaho School Psychology*, (hereinafter known as "Provider") and Twin Falls School District, Twin Falls, Idaho (hereinafter known as "District") for the calendar school year 2021- 2022; 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 19 of August 2021 and remain in effect until the 25 day of May, 2022.

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. 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 services via an evaluation team process. Provider will provide part-time school psychological services. If the provider will be unavailable for a day, provider agrees to contact the schools and support services. 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 in advance if the contracted part-time school psychologist is required to attend. Twin Falls School District will also provide test record forms and allied materials necessary to process referred cases.

ARTICLE 11. COMPENSATION FOR SERVICES

Provider shall be compensated in the amount of \$ 70.00 per hour based on 760 hours of service per 2021-2022 school year for the duration of the contract payable after the statements are presented and approved by the Board of Trustees each month. Services shall be 16 hours onsite and 4 hours off-site report writing per week. Checks will be released and sent out from the Twin Falls School District office.

Date

8/5/21
Date

David Standley
Southern Idaho School Psychology

Kindel Mason

Kindel Mason
Director Support Services
Twin Falls School District
301 Main Ave W
Twin Falls, ID 83301