

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

EXECUTIVE SUMMARY

Submitted for Board Information

Dates of Service	Vendor	Amount
09/25, 09/26, 10/17 & 11/15 2023	FIRST Educational Resources	\$21,000 + \$20/coach for spiral-bound session materials
2023-2024 School Year	Eagle Eye Security	\$576,000
2023-2024 School Year	Joel Vinson, OTR/L	\$70/hr.
2023-2024 School Year	Primary Therapy Source	\$70/hr.
2023-2024 School Year	South Central Public Health District	\$7,000

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.”*



Garth Larson, Ed.D
Co-Founder and President
FIRST Educational Resources
Phone- 920/203-3784
garth@firsteducation-us.com

Don Smith
Vice President for Professional Learning
FIRST Educational Resources
Phone - 920-284-8173
don@firsteducation-us.com

Contract for Professional Services

Twin Falls School District, ATTN: Jennie Peterson			
Session Title	Description	Date and Time	Cost
Coaching for Observable Impact	Leaders and coaches must not only plan for action, but also for impact that can actually be seen in the classroom. When they connect their leadership and coaching actions to observable changes in practice in the classroom, student learning improves and teacher efficacy grows. During the first day of the launch, coaches will gather to define and refine their role and moves. On the second day, principals will join and, together with their coach, will align their action and their support to school improvement efforts.	September 25-26, 2023	\$10,500 total
Instructional Coaching Toolkit	During these sessions, coaches will learn coaching strategies and tools and have the opportunity to practice what they've learned within the safe environment of the group. Functioning as a professional learning community, the facilitators and fellow participants will support each other as they try out their new learning between sessions and as they seek out the tools they need to be successful in their coaching role.	October 17 and November 15, 2023	\$10,500 total +\$20/coach for spiral-bound session materials

Payment Schedule: FIRST Educational Resources will issue an invoice each month for services provided that month. School District will provide payment within 30 days of receipt of the invoice.

Expenses: All fees are fully inclusive of travel and other expenses, with the exception of required materials to support the consultant's work in the district including, but not limited to, curriculum resources.

Termination: Either party may terminate this Agreement by giving 30 days' written notice without affecting the rights or obligations of the parties.



Garth Larson, Ed.D
Co-Founder and President
FIRST Educational Resources
Phone- 920/203-3784
garth@firsteducation-us.com

Don Smith
Vice President for Professional Learning
FIRST Educational Resources
Phone - 920-284-8173
don@firsteducation-us.com

By signing this agreement, both parties agree to the language as listed above.

FIRST Educational Resources

Donald Smith

Signature

Don Smith, Vice-President

Printed Name and Title

5/22/2023

Date

Twin Falls School District #411

Brady J. Dickinson

Signature

Brady Dickinson

Printed Name and Title

5.23.23

Date



Garth Larson, Ed.D
Co-Founder and President
FIRST Educational Resources
Phone- 920/203-3784
garth@firsteducation-us.com

Don Smith
Vice President for Professional Learning
FIRST Educational Resources
Phone - 920-284-8173
don@firsteducation-us.com

Company Profile



FIRST Educational Resources, LLC is committed to providing current and future educators throughout the United States with the most comprehensive and affordable support available to help improve the overall educational process of Teaching, Learning, and Leading. School districts partner with First Educational Resources to help all students achieve high levels of learning. We listen to the unique challenges of each district to collectively customize a sustainable solution for support, providing access to world class presenters at a fraction of the price of other companies. Our entire goal is to ensure ALL students are learning at high levels in ALL schools across the country. We offer a variety of services to help support this mission, including our Learning FIRST Institutes, professional workshops

and conferences, consulting and coaching services, on-site solutions, publications and assisting districts with administrator searches. Our professional learning and development is based off two questions: can our partnership districts take what they learned from us and put into practice immediately, and does this help keep the focus on high levels of learning for ALL students? Over the course of the past five years, over 1500 school districts throughout the United States have worked with our company as partnership districts. This includes administrators, teachers, support staff, school board members, CESAs, ISDs, DPIs, service cooperatives and even parents. As an organization, we are committed to providing a quality professional learning experience with outstanding service and delivery.

Sincerely,

Garth Larson, Ed.D
Co-Founder and President
FIRST Educational Resources



SERVICE AGREEMENT

This Service Agreement ("Agreement") is between **Eagle Eye Security Inc.** located at 3220 East 3648 North, Kimberly, Idaho, 83341, hereinafter called "EES", and **Twin Falls School District #411**, with the district office located at 201 Main Avenue West in Twin Falls, hereinafter called "Client." EES and Client may hereinafter also be referred to individually as "Party" or together as "Parties."

The Effective Date of this Agreement is August 17th, 2023.

NOW, THEREFORE, it is hereby agreed by and between the Parties as follows:

INDEPENDENT CONTRACTOR:

This Agreement shall be for the sole benefit of the District and EES and shall not be interpreted to benefit third parties. The relationship of the parties hereto is that of contractor and independent contractor, and it is expressly understood and agreed that each party and their officers, agents, and employees do not in any way, nor for any purpose, become a partner, agent, joint venture, servant, or employee of the other.

SCOPE OF PERFORMANCE:

EES shall provide, at the discretion of the Client, one armed and uniformed private security officer at each grade school located in the City of Twin Falls, Idaho (10 schools). Officers will perform security related work as directed by EES Command Staff. EES staff will be responsible for all supervision of EES security officers. EES and Client will agree on necessary duties to be performed. Duty related issues of concern will be forwarded to EES command personnel from Director of Operations, Ryan Bowman. Security officers will answer directly to EES command staff, solely. School staff will forward their suggestions, issues of concern etc. as directed by District #411 protocol. Assigned EES personnel shall have no involvement nor responsibility to address the district's enforcement of its discipline policies.

USE OF FORCE:

The use of force by EES shall be governed by the statutory and common law of the state of Idaho. EES, its officers and employees, shall have the right to exercise due discretion in the performance of duties under this Agreement, including, but not limited to the type, nature, extent, and result of any response or activity undertaken by EES, its officers and employees. The determination of such use is the sole responsibility of EES and shall be exercised at the decision, discretion and legal responsibility of EES.

CLIENT LOCATIONS:

This Agreement includes all School District # 411 Elementary (grades 1-6) schools.

SAFETY:

EES will be responsible for training and educating security officers ("Personnel") regarding all applicable safety and health rules and regulations and requiring that its employees and agents abide by those rules and regulations. EES represents to Client that its personnel assigned to the performance of services pursuant to this Agreement have been properly trained, certified, and licensed (where and when appropriate), to perform the tasks they are performing.

EES'S REPRESENTATION:

EES represents, and Client relies on the representation, that EES possesses all necessary licenses, including a state and city related licenses and is insured and qualified to perform duties related to a Security Officer performing the type of Services required herein in the City of Twin Falls, State of Idaho. EES employs and or if applicable, subcontracts with adequate skilled and trained and properly licensed security personnel. EES further represents that it is fully equipped to provide the Services and upon request from Client, EES will remove or relocate any of its security personnel whose behavior or conduct is questioned or deemed improper, in Client's sole discretion.

COMPENSATION AND PAYMENT:

- (a) Method of Compensation. EES and Client agree the method of compensation will be at rates specified in the Schedule of Rates (Exhibit A to this Agreement).
- (b) Exhibit A – Schedule of Rates. Exhibit A shall set forth clearly its effective date and all rates for labor and expenses that will be invoiced to Client under this Agreement monthly. The labor rates shall be divided into 10 consecutive months (\$57,600/month) beginning September 1, 2023 and terminating at the end of the last day of school in May, 2024. The total amount of this contract is based on 180 days of security coverage totaling \$576,000.00.
- (c) Modification of Schedule of Rates. During the Term of this Agreement, EES shall not modify the Schedule of Rates.
- (d) Invoices. Unless otherwise agreed by the Parties, EES shall submit its charges for Services under this Agreement on a monthly basis. Client shall pay EES within thirty (30) days of Client's receipt of the invoice, without deduction or offset of any kind or nature whatsoever. Client agrees to pay EES interest at 5 percent (5%) per Year or such maximum amount as permitted by law, whichever is less, on any invoice not paid within thirty (30) days of Client's receipt of said invoice. In the event EES incurs costs associated with enforcing this or any other provision of this Agreement, the costs, to include attorney's fees, will be paid by Client.

TERM AND TERMINATION:

The term of this Agreement shall be for the 2023/2024 school year from the effective date provided above. Either party may terminate this Agreement by serving the other party with written notice at least sixty (60) days prior to the termination date. An unsatisfactory payment pattern by the Client shall constitute good cause.

DISPUTE RESOLUTION:

Any dispute arising out of or in connection with this Agreement or its performance shall, to the extent practicable, be settled amicably by negotiation between the Parties represented by management of each Party, prior to either Party taking legal action.

PROVISIONAL REMEDIES:

Notwithstanding the foregoing, however, either Party may seek provisional legal remedies, if in such Party's judgment such action is necessary to avoid irreparable damage or preserve the status quo.

NOTICES:

Notices, letters, or other communications made in connection with this Agreement shall be mailed or delivered with a copy sent and faxed to any Authorized Representative of the respective Party. The delivery at the addresses listed below or depositing in a postage prepaid envelope with the mailing address as designated below in any post office, along with copies and faxes to the individual(s) specified, of a letter or other communication shall be deemed sufficient notice of service thereof upon the Party to whom it is sent and the date of such notice or service shall be the date of such delivery or depositing. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon a Party personally.

If to Client: Twin Falls School Dist. #411
Attn: Ryan Bowman - Director of Operations
201 Main Ave. W. Twin Falls, Idaho 83341

If to EES: Eagle Eye Security Inc.
Attn: Bill Hanchey or Rantz Hanchey
3220 East 3648 Kimberly, Idaho 83341

INDEMNIFICATION:

Client shall defend, indemnify, and hold harmless EES and its officers, directors, affiliates, agents and employees from and against all claims, actions, damages, losses, penalties, and expenses, including reasonable attorneys' fees and disbursements, to the extent it arises out of or results from a breach of this Agreement, a breach in performance of the Services performed under this Agreement, or any negligent act or omission of Client or any subcontractor or agent of Client.

EES shall defend, indemnify, and hold harmless the Client and its officers, directors, affiliates, agents and employees from and against all claims, actions, damages, losses, penalties, and expenses, including reasonable attorneys' fees and disbursements, to the extent it arises out of or results from a breach of this Agreement or any negligent act or omission of EES or any employees or subcontractors or agents of EES.

LIMITATION OF CONTRACTUAL LIABILITY:

Neither Party shall be liable for damages under this Agreement to the extent that said damages arise out of loss of profit, loss of use or for any other indirect, special or consequential damages.

INSURANCE:

EES, at its own expense, shall procure and maintain, during the entire Term of this Agreement, the following types of insurance with limits as specified:

- (a) Worker's Compensation Insurance shall be at the statutory limits and shall comply with the laws of the State of Idaho. EES's employees who are injured or become ill on the job at Client's facility will be subject to EES's Worker's Compensation Insurance procedures.
- (b) Professional Liability (Errors & Omission) Insurance with limits of \$1,000,000 per claim and \$2,000,000 in the annual aggregate. The District shall be identified as an additional insured on such policy of insurance. Upon request, EES will provide the Client with a copy of such insurance, including the declarations page, identifying the District as an additional insured.
- (c) Automobile Liability Insurance covering all owned, non-owned, or hired automobiles used in connection with the Services. Bodily Injury and Property Damage Liability limits shall be \$500,000 each accident Combined Single Limit.
- (d) Prior to commencing Services under this Agreement, EES shall provide to Client a Certificate of Insurance evidencing such insurance coverage. These certificates shall contain a provision that coverage afforded shall not be canceled until at least thirty (30) days prior written notice has been given to Client.

FORCE MAJEURE:

No Party shall be liable for any breach, default or delay in the performance of its obligations under this Agreement (i) if and to the extent such breach, default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature, riots, civil disorders, rebellions or revolutions in any country, changes in governmental rules, laws, regulations, ordinances, permits, or licenses, relating to the Services, discovery of undisclosed Hazardous Materials, or any other cause beyond the reasonable control of such Party (a "Force Majeure Event"), (ii) provided the non-performing Party is without fault in causing such breach, default or delay, and such breach, default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, work around plans or other commercially reasonable means.

GOVERNING LAW AND VENUE:

Enforcement or interpretation of this Agreement shall be in the state court of the State of Idaho, and all

Parties hereby submit to the jurisdiction of said court for the stated purpose. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Idaho notwithstanding its choice of law provisions. Venue shall be in Twin Falls County, Idaho.

CONFIDENTIALITY:

- (a) The Client is a governmental entity, subject to the public writing laws of the state of Idaho. Accordingly, the District must comply with the provisions of the Idaho Public Writings Act found in Title 74, section 100 et. seq., Idaho Code. Such Act includes specified exclusions from production of requested documentation. When such document does not fall within such exception, production must occur. Encompassed in the protections from the production of public records includes the school's safety and security plan.
- (b) Confidential Information: All data which a Party discloses to one another, which specifically falls within the exceptions of production in a public writings request pursuant to Idaho Law, shall be deemed to be Confidential Information, protected under the terms of this Agreement, provided in the case of tangible information, such information is marked with a legend or writing, stating that it is Confidential Information, or with a similar marking, and in the case of orally, visually, or electronically disclosed information, such information is orally identified at the time of initial disclosure as being Confidential Information or with a similar identification and followed within thirty (30) days by a written notice setting forth a brief description of the information and confirming the Confidential Information classification. All legally qualifying tangible, oral, visual, and electronic information disclosed in accordance with the terms of this paragraph shall hereinafter be referred to as "Confidential Information".
- (c) Protection of Confidential Information: During the term of the Agreement and for a period of three (3) years after its expiration, the receiving Party will safeguard said Confidential Information with the same degree of care as it exercises over its own Confidential Information, but in no event less than reasonable care.
- (d) Exceptions: Confidential Information will not be deemed to include information which, (i) at the time of disclosure to a receiving Party is generally available to the public or thereafter, without any fault of the receiving Party, becomes generally available to the public by publication or otherwise, or which becomes general knowledge; or (ii) was in the possession of the receiving Party prior to its disclosure by the disclosing Party; or (iii) was independently made known without restriction to the receiving Party by a third party not under any obligation of secrecy or confidentiality to the disclosing Party; or (iv) was developed by the receiving Party independently from the Confidential Information disclosed to it by the disclosing Party or (v) does not otherwise qualify as an exempt record from production pursuant to the Idaho Public Writings Laws.

ACCESS TO RECORDS:

Upon written request made within one (1) year of termination date of this Agreement, the Secretary of Health and Human Services and/or the Comptroller General of the United States, or their duly authorized representatives, shall have access to this Agreement and to EES's books, documents, and records necessary to verify the costs of services performed under this Agreement, in accordance with procedures established by applicable regulations implementing Section 952 of the Omnibus Reconciliation Act of 1980 (Public Law 96-499). Further, in the event EES carries out any duties of this Agreement through a subcontract with a value of \$10,000.00 or more over a 12-month period, such subcontract must contain a clause to the effect that the subcontractor will, for a period of one (1) year after the services were furnished, make available to the Secretary of Health and Human Services and/or to the Comptroller General, or their duly authorized representative, the subcontract and the books, documents, and records that are necessary to verify the nature and extent of the costs of the services provided under the subcontract.

NO USE OF NAME:

EES shall not use Client's trade names, service marks, logos, or any other intellectual proprietary property related thereto, for advertising of any other purposes, without the prior, express written consent of the Client.

ENTIRE AGREEMENT:

This Agreement and all other Contract Documents shall constitute the full agreement of the Parties and shall supersede any other terms and conditions proposed by or representations made by the Parties. This Agreement may not be modified except by a writing duly signed by both of the Parties hereto.

BACKGROUND CHECK:

EES warrants that all of its employees who will be performing services pursuant to this Agreement shall successfully pass (with regards to this section pass means no felonies and or approval by Client's Human Resources Director and/or Client's Employment Manager of the background checks containing more than one misdemeanor in total or a misdemeanor listed below) a background check performed by a qualified entity or agency.

(a) At a minimum, the background check shall include:

- 1) A search for any county criminal convictions (felony and misdemeanor) during the preceding seven (7) years consistent with the requirements of Section 33-512(15) and section 33-130, Idaho Code.
- 2) For both the employee and company a search of the Office of Inspector General (OIG) List of Excluded Individuals/Entities (LEIE), the General Services Administration (GSA), Excluded Parties List System (EPLS), any applicable state healthcare exclusion list, list of individuals who are excluded from participating in government healthcare programs; and
- 3) A search of Idaho's sex offender registry.
- 4) Employment, social security, and education verification.

(b) If the record of any of EES's employees contains any of the following, that employee shall not be allowed on Client's site(s):

- 1) A Felony within the past seven (7) years; or
- 2) Two (2) or more misdemeanors within the last three (3) years; or
- 3) One (1) or more misdemeanors relating to one or more of the following areas; any battery relating to child care, employment, or resisting arrest at any time; misdemeanor theft committed during the previous five (5) years or grand theft committed during the previous seven (7) years; offenses involving substantial misrepresentation of any material fact to the public or an employer, including embezzlement, bribery, fraud, racketeering or allowing an establishment to be used for illegal purposes; a DUI conviction within the last three (3) years or pending charge.

(c) In the event EES's employee does not meet the above criteria, EES may request that Client allow an employee on site by providing Client with a copy of the employee's background check. Approval for the EES's employee to work on Client's premises is subject to the approval of the Client's Human Resources Director and at the sole discretion of Client.

- (d) Client reserves the right to disqualify EES if EES or any of EES's employees has a history of criminal activity or criminal misconduct, at Client's sole discretion.

TWIN FALLS SCHOOL DISTRICT #411


Signature

Brady Dickinson
Printed Name of Signor

Superintendent
Title of Signor

5/30/2023
Date

EAGLE EYE SECURITY INC.


Signature

Rantz Hanchey
Printed Name of Signor

Owner
Title of Signor

05/30/2023
Date



Twin Falls School District Support Services

160 Gooding Street West-Twin Falls, Idaho 83301
208.733.8456 (Phone) 208.733.4861 (FAX) masonki@tfsd.org

Service Provider Agreement

THIS AGREEMENT, entered into on this ___5_ day of ___June_____ 2023, between Joel Vinson, 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 2023-2024;

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 ___1st_____ day of July, 2023 and remain in effect until the ___1st_____ day of July 2024.

ARTICLE 2. RELATIONSHIP OF PARTIES

In performing this 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 twenty-four 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 LICENSE

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 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 thirty days of 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 the eligibility report for occupational therapy. Provider will complete detailed student services 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 5th of each month for services rendered. If the statement arrives after the 5th, payment will be paid the following month,

ARTICLE 10. DISTRICT OBLIGATIONS

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 the provider may attend at his/her own expense. 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 \$__70____ 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.

____6/5/2023_____

Date

____Joel Vinson, OTR/L_____

Joel Vinson, OTR/L

____6/5/2023_____

Date

____*Kindel Mason*_____

Kindel Mason

Support Services Director

Twin Falls School District

160 Gooding St. W.

Twin Falls, Idaho 83301



**TWIN FALLS SCHOOL DISTRICT
Service Provider Agreement
For Special Education Related Services**

PHYSICAL & OCCUPATIONAL SERVICES

School Contact Person: Kindel Mason, Special Service Direction
Brady Dickinson, Superintendent

Service Provider: Primary Therapy Source, LLC
Tax ID# 20-8413998
254 River Vista Place
Twin Falls, ID 83301
Phone: 208-734-7333 Fax: 208-734-8350
Email: primarytherapysource2@yahoo.com

Physical Therapists: Jan Yingst, MPT, PCS; Teresa Prine, MSPT;
Jackie Dux, DPT; Trish Howard, DPT;
Crystal Guerrero-Vega, PTA; David Fowers, PTA;
Amanda Jackson, PTA;
Sarah Friend, DPT; Michael Sunderland, DPT

Occupational Therapists: Ivan Hardcastle, OTR/L; Joel Vinson, OTR/L;
Mandy Lee, OTR/L; Terry Darrington, OTR/L;
Jennifer Claire, COTA; Jessica Martin, COTA;
Kristen Magalogo, OTR/L; Samantha Hill, OTR/L;
Erika Cazeau, COTA; Nette Miller, OTR/L;
Taylor Staudenmaier, OTR/L; Makeesa Montgomery, COTA

Proof of Liability Insurance: Healthcare Providers Service Organization
Purchasing Group Policy # 0265758932

THIS AGREEMENT, entered into this date, May 15, 2023, by and between Primary Therapy Source, LLC, hereinafter the "Service Provider" and TWIN FALLS SCHOOL DISTRICT.

The Service Provider desires to provide and TWIN FALLS SCHOOL DISTRICT desires to purchase physical and occupational therapy services for special education students.

Therefore, for and in consideration of the mutual covenants and agreements herein the parties agree as follows:

1. **Term:** This Agreement shall commence on May 15, 2023 and shall continue until terminated. Either party may terminate this Agreement by giving thirty (30) days written notice to the other.
2. **Service Provider Responsibilities:** Provide Physical and Occupational Therapy services for students in the Twin Falls School District as a result of referrals from the district, which occur during school hours. The Service Provider shall conduct Physical Therapy Occupational Therapy evaluations, provide written reports and recommendations, provide physical and occupational therapy interventions, provide periodic progress reports, attend and participate in meetings as requested and consultation sessions and screenings according to individual student needs. Therapists will also be responsible for providing the required online documentation of services for Medicaid billing compliance according to the state law and school regulations.
3. **District Responsibilities:** The Special Services Coordinator or the Special Education Teacher will maintain correspondence, such as invitations to the appropriate meetings (IEP, MDT, CST and annual reviews) and provide verification of parent consent to evaluate students. Special Education Personnel will help arrange for space, any necessary forms, and keep PT and OT information in Special Education Student files. Also, school agrees to maintain HIPAA and FERPA requirements.
4. **Payment for Services:** The Service Provider will be compensated for the services provided at the rate of \$70.00 per hour, including therapy services for students as well as additional screens requested by staff, staff education, and routine consultation with staff. Staff education/programs will need approved by the Special Education Director prior to meeting time. Time traveled among schools in the school district is also billed at the contract rate. A monthly billing will be submitted to Twin Falls School District stating the dates of service and students served.
5. **Relationship of the Parties:** This Agreement shall not be construed to create a partnership relationship or the relationship of employer/employee. It is understood the Service Provider is an independent contractor performing and providing services under contract. Accordingly, the Service Provider shall be responsible for all employment taxes, worker's compensation, professional liability insurance and other costs related to self-employment.
6. **Non Solicitation:** Twin Falls School District agrees not to solicit employment from therapists who are employed by Primary Therapy Source, LLC.
7. **Lost Wages:** Twin Falls School District will be responsible for communication with the Service Provider on days in which school is closed due to unforeseen circumstances. In the event that the Service Provider is not notified prior to arrival on campus, Twin Falls School District will agree to pay $\frac{1}{2}$ the hourly billing rate of \$35/hour for hours that therapist would have been at school.

For the District:


Signature

Support Services Director
Title or Position

Date

5/18/23

Service Provider:


Primary Therapy Source, LLC

Signature: Jan Yingst, MPT, PCS

Or Trish Howard, DPT, GTS, CCVT

TITLE Physical Therapist/ LLC Managing Member

Coowner
Title or Position

4/5/23



SCHOOL HEALTH SERVICES CONTRACT FOR SCHOOL YEAR 2023-2024

THIS AGREEMENT is entered into on this 16th day of May, 2023, between South Central Public Health District (hereinafter referred to as "SCPHD") and Twin Falls School District #411 (hereinafter referred to as the "School District").

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

ARTICLE 1. SCOPE OF SERVICES

SCPHD will also provide consultation to the school nurses in areas of communicable disease investigation and prevention. This will also include questions regarding immunization schedules and appropriate vaccines for specific students.

SCPHD will provide the following to the School District:

1. Provide guidance to Twin Falls School District nurses (school nurses) in developing and updating school nursing policies.
2. Consultation is available from SCPHD staff. Consultation may be requested on a variety of topics. SCPHD staff outside nurses include: Women Infant and Children program nutritionists; health educators with special knowledge of smoking cessation and diabetes education, and environmental health specialists. Examples of ongoing school nurse consultation services may be related to:
 - a. The completion of medical care plans
 - b. School immunization requirements
 - c. Vision and other school-based screenings
 - d. Medication administration
 - e. Health, puberty, STD and other educational topics
 - f. Other school-based services, as recommended by the National Association of School Nurses (NAN) and the School Nurse Organization of Idaho (SNOI)
3. SCPHD staff will make available information on trainings that may be of interest to the school nurses. Information on upcoming training opportunities related to school and child health will be sent to the school nurses as it becomes available.
4. Consultation for school administration, if needed.
5. Monthly scheduled meeting with TFSD school nurses to discuss concerns and share best practice information as related to SNOI and NASN.



South Central Public Health District

Prevent. Promote. Protect.



Public Health

Prevent. Promote. Protect.

Idaho Public Health Districts

SCPHD will not provide:

1. Direct supervision or evaluation of nurses
2. Funds for travel, training or supplies
3. Any medical services, such as feeding tubes or catheters

ARTICLE 2. ALLOWABLE COSTS FOR SERVICE

The School District agrees to contract at the following rate and will pay SCPHD as agreed for the above-mentioned services.

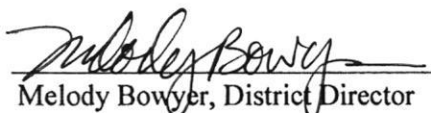
Flat fee of \$7,000 for services rendered.

ARTICLE 3. EFFECTIVE DATE, TERMINATION AND AMENDMENT

This agreement shall become effective July 1, 2023 or when signed contract is received by SCPHD, whichever is later. This contract shall terminate June 30, 2024.

- A. All or any part of it may be modified or amended at any time by joint agreement in writing by the School District and SCPHD.
- B. This contract may be terminated either by the School District or SCPHD upon 60 days written notice to the other.

IN WITNESS WHEREOF, the parties have executed this agreement



Melody Bowyer, District Director
South Central Public Health District
1020 Washington St. N
Twin Falls, ID 83301

5/16/23

Date



Brady Dickinson, Superintendent
Twin Falls School District #411
201 Main Ave. W
Twin Falls, ID 83301

5/18/23

Date

MAY 16 2023