

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

### EXECUTIVE SUMMARY

#### Submitted for Board Information

Dates of Service	Vendor	Amount
2023-2024 School Year	A Caring Hand	See Contract
06/26/2023 – 05/01/2028	City of Twin Falls	No Charge
07/01/2023 – 06/30/2024	LearnWell	\$66 / hr.
2023-2024 School Year	Nichole Stevens, OTR/L	\$70 / hr.

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.”*



A Caring Hand Home Health Care  
1051 Eastland Dr. Suite 2, Twin Falls  
Phone: 208-736-4903  
Fax: 208-736-4894  
maryhuntington@achmv.com

### **Service Agreement for CNA/LPN/RN Staff- 2023/2024 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, 2023** through **June 31, 2024** at which time fees may be renegotiated.

Records are audited quarterly and kept locked during non-business hours. Staff is required to sign a confidentiality and HIPAA statement regarding the client confidentiality and privacy rights in keeping with HIPAA compliance.

### **Back Up/Emergency Plan to Insure Safety**

Emergency Plan / Back Up Plan procedures are attached documents to the Care Plan/NSA of each client. If client has a medical emergency the first call shall be to 911. Emergency Plan / Back Up Plan procedures are a list of family members, guardians, parents, and supports currently assisting client with needs, whom can be contacted for additional assistance. Our Back Up/ Emergency Plan reflects the IDAPA rules by Idaho Medicaid and Health & Welfare Services. This is a list of support contacts and phone numbers helpful for clients in case of emergency. This information is in part of the Care Plan/NSA, on the approval of clients POA, as a part of the emergency plan for assistance. Under difficult situations, and if back-up nurse is not available, the on-call staff is responsible for contacting Support Services; including the parent (s) of the student or call persons

listed on Back Up Plan in advance notice as soon as possible. Each Student will have a Back Up Plan put in place at their initial IEP meeting. Working as part of the team with the Office Staff, the Supervising RN, LPN's, CNA's and the client/client's family to insure safety is in place.

### **Nurse Qualifications- RN's, LPN's, CNA's**

Current licensure by the Idaho Board of Nursing

Must be able to practice nursing in the State of Idaho. Must be able to pass an H&W Criminal Background check to be able to work with Medicaid Clientele. Pass Drug Test.

### **Skills:**

- A. Working knowledge of techniques and practice within the realm of the practical nurse function. Ability to learn and perform special aspects of patient/ school students care.
- B. Ability to make accurate technical and visual observations of client and to record these in a concise and legible manner.
- C. Must have a valid Driver's License and Auto Insurance. In addition to other compliances if so needed.
- D. Must be able to work as a team member and with all age groups.  
Good patient assessment skills.

### **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 by giving a (30) day written notice.

### **Services Provided By Agency Employees**

The Client recognizes the employment relationship between the Agency and its employees. The Client agrees that any medical treatment required by the Client will be coordinated between the Agency and the Client, and that the Client will not interfere with the employment relationship between the Agency and its employees. Should the provisions of this paragraph be violated, the Client and the Agency recognize that putting a damage amount on such violation would be difficult, if not impossible. Accordingly, the Client and the Agency agree to liquidate damages of \$5,000.00 (five thousand dollars) should the provisions of this paragraph be violated.

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 a 21% annual interest rate.

### **A Caring Hand Home Health Care**

Administrator

*Mary Skutenglot*

Date:

*5/26/23*

### **Twin Falls School District/ Support Services**

Administrator

*Kim M. M...*

Date:

*6/9/23*

**CITY OF TWIN FALLS/TWIN FALLS SCHOOL DISTRICT 411  
FACILITIES USE AGREEMENT**

THIS AGREEMENT is made and entered into this 26th day of June, 2023, by and between the CITY OF TWIN FALLS, IDAHO, hereinafter called "City" and TWIN FALLS SCHOOL DISTRICT NO. 411, hereinafter called "School District",

**WITNESSETH:**

WHEREAS, the City does, from time to time, desire to use facilities owned by the School District, including real property, improvements thereto and equipment and other personal property located thereon which are collectively, for purposes of this Agreement called "School Facilities"; and,

WHEREAS, the School District does, from time to time, desire to use facilities owned by the City, including real property, improvements thereto and equipment and other personal property located thereon which are collectively, for purposes of this Agreement, called "City Facilities"; and,

WHEREAS, it is the intent of the parties to set forth certain conditions for use of facilities.

NOW, THEREFORE, It is agreed to by the parties as follows:

1. The School District agrees to allow the use of its school facilities for activities of the City under the following conditions:

a. NOTIFICATION: The City shall notify the designated School District representative of all events to take place at school facilities prior to the event being scheduled. The designated School District representative will be responsible for notifying all necessary parties. Any deviation from the approved schedule by the City, must include notification to the School District as soon as possible.

b. PRIORITY OF USE: The School District shall have priority in the use of all school facilities for school purposes. The City will be given first priority use over other user groups.

c. SUPERVISION: Supervision of City activities shall be provided by the City. The person responsible for supervision shall arrive at the facility at least 15 minutes before the scheduled use to ensure that all equipment and facilities are ready for use. The City representative will be responsible for safety, security, and overseeing the activities being conducted at the site. The job will include checking the restrooms, outside the building, and all areas open to the public. All rules of the School District are to be enforced during these activities, including, but not limited to no smoking, no drinking of alcohol, no swearing, etc. The City representative will have no other assigned duty during the activities conducted on School District property. Any vandalism or damage caused by participants or spectators at the event shall be the responsibility of the City. The City representative shall wear a shirt which identifies the person as being associated with the City. School District gyms that are not attached to the main school buildings will be supervised by City appointed coaches. Coaches shall have a current and clear background check through the City's background process. All School gyms that are attached to main school buildings shall be supervised by an employee of the City.

- d. **CLEAN-UP:** Cleaning of the facilities will be an expectation when using any facility. The cleaning is to be done by the School District. All work is expected to meet the standards of the regular custodial crew responsible for regular cleaning of the space. Cleaning would also be expected in any adjoining area, including hallways, restrooms and other spaces used by the participants or spectators. The City will pay the School District upon receipt of the invoice for all janitorial personnel expenses associated with City use.
2. City agrees to allow the use of its facilities for activities of the School District under the following conditions:
  - a. **NOTIFICATION:** The School District shall complete a Facility Reservation Application for all events intended to take place at City facilities prior to the event being scheduled. All events shall be subject to the approval process as determined by the City. Any deviation from the approved schedule must include notification to the City in writing, as soon as possible.
  - b. **PRIORITY OF USE:** The City shall have priority in the use of City facilities for City recreation purposes. The School District will be given priority use over other user groups.
  - c. **SUPERVISION:** Supervision of school activities shall be provided by the School District. The person responsible for supervision shall arrive at the facility at least 15 minutes before the scheduled use to ensure that all equipment and facilities are ready for use. The supervisor will be responsible for safety, security, and overseeing the activities being conducted at the site. The job will include checking any restrooms and other areas open to the public. All rules of the City are to be enforced during these activities. The person who is employed as the School District representative will have no other assigned duty during the activities. Any vandalism or damage caused by participants or spectators shall be the responsibility of the School District. The School District representative shall wear a shirt which identifies the person as a School District representative. City staff will provide lifeguards for swim practice at no charge. The City will provide an invoice to the School District to pay for all lifeguard personnel expenses during swim meets. The School District shall ensure that all persons facilitating programs complete all required training (Twin Falls City Pool) AND have a current and clear background check; or shall be an employee of the School District.
  - d. **FIELD PREP:** The School District is responsible for their own field prep. If the use of City equipment or services is desired, the School District shall request such use or service. The School District will pay upon receipt of the invoice for all requested field prep expenses.
3. City agrees to allow the School District to use potable water, only when irrigation water is not available, for maintaining the baseball/softball infields only. The School District is prohibited from using potable water for irrigation on any other property. The intent is strictly for the safe upkeep of the dirt infields. The water irrigation facility being used for this purpose must be 1) in accordance with the City's Backflow Prevention Program, at The School District's expense, and 2) a dedicated system specific to the baseball/softball infields and separate from the landscape irrigation system. At the beginning of each season, the School District must notify the City Water Department and Parks Department prior to the use of potable water.
4. Due to the high demand for the use of the parking lot adjacent to the Twin Falls City Pool,

## **FACILITIES USE AGREEMENT: 1.**

the Sawtooth Softball Fields and the Tennis Courts, the City and the School District shall inform each other of scheduled events that may impact the use of this parking lot. A mutually agreed upon parking plan shall be created and may include designated parking areas for events that occur concurrently.

5. The City and the School District shall notify each other by written notification if facility closures impact use.

6. This Agreement shall expire on May 1, 2028 but may be terminated by ninety (90) days written notice by either party to the other. The parties may agree to either extend this Agreement or enter into a new Agreement upon expiration of this Agreement.

“TWIN FALLS SCHOOL DISTRICT NO. 411”

By \_\_\_\_\_  
CHAIRMAN OF THE BOARD OF TRUSTEES

ATTEST:

\_\_\_\_\_  
CLERK

“CITY OF TWIN FALLS, IDAHO”

By \_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK

## AGREEMENT

AGREEMENT made effective as of the 1st day of July 2023 by and between Twin Falls School District (the "District"), having its administrative offices at 201 MAIN AVENUE WEST, Twin Falls, ID 83301 and EI US, LLC d/b/a LearnWell (the "Company"), formerly Education, Inc., having its office at 2 Main Street, Suite 2A, Plymouth, MA 02360.

In consideration of the mutual covenants and conditions contained in this Agreement, the District and the Company hereby agree as follows:

1. **Retention**: The District hereby agrees to retain the Company and the Company agrees to provide the District with its services consisting of any of the following upon the terms and conditions herein set forth: The District hereby agrees to retain the Company and the Company agrees to provide the District with VIRTUAL TEACHING Services during the 2023-2024 school year.

2. **Term**: This Agreement will be for services provided July 1, 2023 through June 30, 2024, unless terminated early as provided in this Agreement. It is understood that the District is under no obligation to renew this Agreement upon its expiration.

3. **Compensation**: See Exhibit A attached:

4. **Independent Contractor**: The Company is retained by the District only for the purposes and to the extent set forth in this Agreement, and its relation to the District shall, during the period of its retention and services hereunder, be solely that of an independent contractor. The compensation being paid pursuant to this Agreement shall not be subject to withholding taxes or other employment taxes required with respect to compensation paid by the District to an employee. The Company shall observe all requirements imposed by any laws upon corporations. The District, if required by Federal or State requirements, will submit a Form 1099, at year-end to the Federal Government and to Company if having a gross income exceeding \$600, which thereupon will be reported for income tax purposes. Neither the Company nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this Agreement including, but not limited to, Social Security, Idaho Worker's Compensation, unemployment insurance, Idaho State Retirement System benefits, health insurance, dental insurance, malpractice insurance, or the like. With regard to employees of the Company, the Company alone shall be responsible for their work, personal conduct, direction, compensation, and for payment of all employment and other taxes in relation thereto.

5. **Indemnification**: The Company hereby indemnifies the District with respect to all claims, charges, costs and expenses arising out of the negligence of the Company, its agents, or employees, or with respect to the Company's breach of its obligations. The Company shall defend (with counsel selected by the District and reasonably approved by the Company), indemnify, and hold harmless the District, and its agents, members, representatives and employees from any and all claims, costs, expenses (including, but not limited to, attorney fees) related, directly or indirectly, to this indemnity.

6. **Expenses**: The Company will pay all expenses incurred by it in connection with the performance of its duties hereunder.

7. **Required Records**: The Company shall provide services and maintain records, logs and reports in accordance with all applicable laws, regulations and requirements of the Idaho Education

Department and Idaho State Department of Labor and District policies and procedures in force during the term of this Agreement. All student records, logs etc., will be the property of the Company and will be considered mandated records. Company shall provide the District with a copy of any reports, testing, evaluations, or observations that are prepared in connection with the services provided by the Company under this Agreement.

8. **Confidentiality:** The Company shall maintain the confidentiality of student records in accordance with any other applicable federal laws and regulations.

9. **Review of Company Records:** The District shall have the right to examine any or all records or accounts maintained by the Company in connection with this Agreement.

9. **Insurance:** The Company shall provide the District with a certificate of liability insurance naming the District as an additional insured with coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate upon execution of this Agreement. The Company shall notify the District in writing ten (10) days prior to any lapse in liability insurance coverage. The absence of liability insurance coverage during the term of this Agreement may result in immediate termination of this Agreement.

10. **Employer's Authority:** The Company represents and warrants that it will observe and comply with the policies, rules and regulations of the Company (and shall cause its employees to do the same), including, but not limited to, the Company Code of Conduct, performance of its duties, and to carry out and perform orders, directions and policies advised by the District.

11. **Termination:** This Agreement shall be terminated upon the occurrence of any of the following events:

(a) Immediately upon the breach by the Company of any of the policies, rules and regulations of the District relating to the health or safety of students or District employees.

(b) Automatically upon the filing of a Petition in Bankruptcy by the Company

(c) Upon thirty days (30) written notice by either the District or the Company to the other, together with the reason for said early termination. Termination under this provision will only be permissible upon a showing that the reason cited is not arbitrary or capricious.

Upon termination of this Agreement, the Company shall be entitled to receive only the compensation accrued and unpaid as of the date of termination and shall not be entitled to any additional compensation.

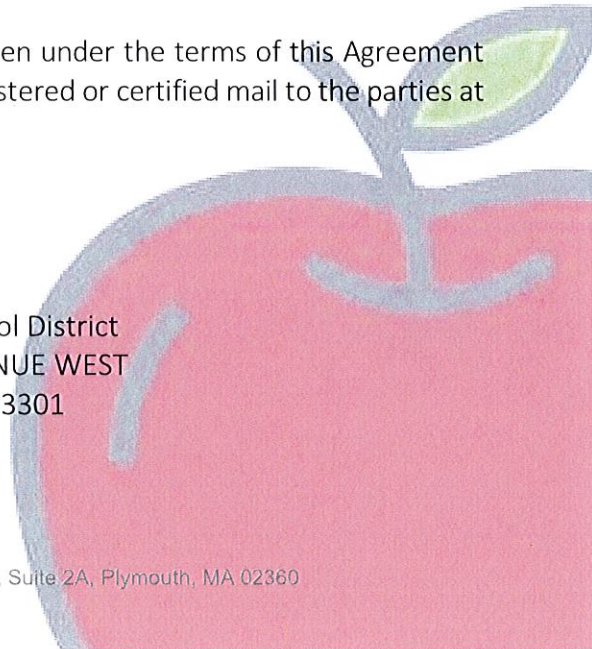
12. **Notices:** Any notices required or permitted to be given under the terms of this Agreement shall be sufficient in writing and if personally delivered or sent by registered or certified mail to the parties at the following addresses:

**To the Company:**

EI US, LLC d/b/a LearnWell  
2 Main Street, Suite 2A  
Plymouth, MA 02360

**To the District:**

Twin Falls School District  
201 MAIN AVENUE WEST  
Twin Falls, ID 83301



13. **Entire Agreement**: This instrument contains the entire agreement of the parties with respect to the subject matter thereof and supersedes any and all other agreements, understandings and representations by and between the parties.

14. **Modification**: This Agreement may not be changed orally, but only by an agreement in writing signed by both parties. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition or provision, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.

15. **Third-Party Beneficiaries**: There are no third-party beneficiaries of or in this Agreement or any of the terms or provisions hereof or any of the rights, privileges, duties, liabilities or obligations created hereby.

16. **Negotiated Agreement**: This is a negotiated Agreement, and this Agreement shall not be construed against any party by reason of this Agreement being prepared by such party's attorney. Each party warrants that it has full power to execute, deliver and perform this Agreement and has taken all actions required by law, its organizational documents or otherwise to authorize the execution and delivery of this Agreement.

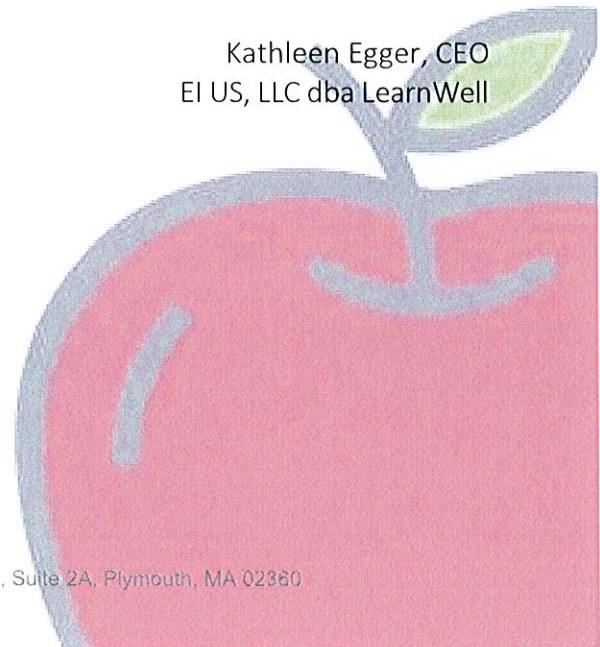
IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the date and year first above written.

By: 

Authorized District Representative  
Twin Falls School District

By: 

Kathleen Egger, CEO  
EI US, LLC dba LearnWell



## Exhibit A

1. **Compensation:** The District agrees to compensate the Company at the rate of \$66.00 per hour for the number of hours requested through "Homebound Instruction Request Form" found at <https://learnwelleducation.com/student-form/>.
2. Billing will commence on day one (1) of the first VIRTUAL TEACHING session. If a session has started and the student refuses to do work, the district will still be billed. Such compensation shall be paid within thirty (30) days of receipt and approval by the District of invoices (in form and substance satisfactory to the District) from the Company with respect to performance of such services.
3. **Cancellation Policy:** LearnWell must be notified 8-hours in advance by either the district or student if they want to cancel the session without being charged.
4. **Exhibit:** This Exhibit A is enforceable as against the Company and District only by virtue of its incorporation by reference in the Agreement between the Company and the District and is subject to all of the terms contained in such Agreement, including the termination provisions therein. This Exhibit A does not itself create any legally binding obligations on the Company or the District independent of the Agreement in which it is incorporated by reference.





## **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](mailto:masonki@tfsd.org)

### **Service Provider Agreement**

THIS AGREEMENT, entered into on this \_\_\_\_ day of \_\_\_\_ June \_\_\_\_ 2023, between Nikki Stevens, Occupational Therapist, Twin Falls, Idaho (hereinafter known as "Provider") and Twin Falls School District, Twin Falls Idaho (hereinafter known as "District") for the calendar school year 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 \$1,000,000,000, 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. Contractor will submit, by the 1st of each month, a statement of services rendered. Generally, the district will issue checks by the 2nd Tuesday of each month, if statement and paperwork is completed and received no later than the 3rd of the month. If received after the 3rd of the month, invoice could be paid the following month.

6-30-23

Date

Nichole R. Stevens MDT, OTR/L

Nichole Stevens, OTR/L

7/5/2023

Date

Kindel Mason

Kindel Mason

Support Services Director

Twin Falls School District

160 Gooding St. W.

Twin Falls, Idaho 83301