ABM
Building Value

May 30, 2025

Blackfoot School District
Attn: Brian Kress
270 E Bridge Street
Blackfoot, Idaho 83221

Re: Contract Increase

Dear Brian,

Thank you for your business. Here at ABM, we constantly strive to control cost in order to meet your budgetary requirements. Adjusting the rate of pay is necessary in this changing employment market. With these changes in this cost we are requesting a 3% increase to our monthly billing.

Based on these changes, please find proposed pricing below.

New Pricing as of July 1, 2025

BILLING LINE DESCRIPTION 1: $102,456.16 per month.

We thank you for your understanding and look forward to continuing our relationship for many more years to come.

Sincerely,

Logan Cox
Regional Director of Operations

Accepted & Approved By: Brian Kress ***Date:*** 6/11/25

BLACKFOOT SCHOOL DISTRICT NO. 55

PROFESSIONAL SERVICE PROVIDER AGREEMENT

Form 857.50F1

Whereas, Idaho school districts are responsible for providing a Free and Appropriate Public Education (FAPE) through special education and/or related services to assist students in their educational development as identified on the student's Individualized Education Program (IEP); and

Whereas, Idaho Code Section 33-2004 sets forth provisions whereby school districts may provide FAPE to special education students through a duly licensed and/or qualified provider;

IT IS HEREBY AGREED that this agreement is entered into on ____08/01/2025____ (DATE) by and between:

CONTRACTOR

Allyson Burch

SCHOOL DISTRICT

_____Blackfoot__ School District No. __55_
440 W. Judicial Street
Blackfoot ID 83221
208-785-8835

Through this agreement, the Contractor agrees to provide the following program(s) and/or service(s).

Student(s): See Attachment A

Scope of Program(s)/Service(s): See Attachment B

Service Delivery—Time and Place: See Attachment C

Contract Term: _____08/25/2025___ through __05/28/2026___

Acceptance: This agreement and the pages attached hereto, including the General Terms and Conditions and Attachments, shall become an Agreement only upon signature below by an authorized representative of CONTRACTOR and SCHOOL DISTRICT.

CONTRACTOR

Allyson Burch

Signature: Allyson Burch

Printed Name: Allyson Burch

Title:

Date:

SCHOOL DISTRICT

Blackfoot School District No. 55

Signature:

Printed Name: Lynette Carter

Title: Special Education Director

Date: 9-10-2025

APPROVAL BY BOARD OF TRUSTEES

Signature: Bonnie Hepworth

Title: Board Chairman

Printed Name: Bonnie Hepworth

Date: 9/25/25

GENERAL TERMS AND CONDITIONS

1. DURATION OF AGREEMENT

This Agreement shall not exceed twelve (12) calendar months and is contingent upon the availability of funds to the School District. At the discretion of the School District, the Agreement may be renewed annually.

2. RELATIONSHIP OF PARTIES

In performing services under this Agreement, Contractor is, and shall at all times be, an independent contractor of the School District. Nothing herein is to be construed as establishing an employer-employee relationship. Contractor is not eligible for School District benefits of any kind and is responsible for its own Social Security, Income Tax withholdings, and workers compensation insurance.

3. RECORD KEEPING

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

4. CONFIDENTIALITY

Contractor acknowledges its obligation to comply with all federal and state laws regarding privacy, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) and the Idaho Student Data Accessibility, Transparency, and Accountability Act of 2014 (Idaho Data Accountability Act). 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. Contractor is prohibited from disclosing any information obtained as a result of rendering services pursuant to this Agreement to any individual not authorized and directed by the School District, or without the consent of the parent/guardian or the student, if 18 years of age or older.

4.1 CONSENT/AUTHORIZATION TO ACCESS EDUCATIONAL RECORDS OR PROTECTED HEALTH INFORMATION

The Contractor shall at all times require the written consent or authorization of the parent/guardian or student, if 18 years of age or older, for the disclosure or access to educational records 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.

4.2 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:

(a) 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;

(b) 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;

(c) Contractor agrees to restrict access to personally identifiable information (PII) to only authorized staff who require such access to perform their assigned duties;

(d) Contractor is prohibited from using student data and PII for secondary uses including, but not limited to, sales, marketing, or advertising;

(e) 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

(f) 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.

4.3 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.

5. COSTS AND EXPENSES

Contractor is solely responsible for all costs and expenses incurred in connection with the performance of those services described in this Agreement, unless otherwise agreed to, in writing, by both parties.

6. COMPLIANCE WITH APPLICABLE LAWS

Contractor agrees to provide services in accordance with State and federal laws and regulations, including, but not limited to: Idaho Code; Idaho State Board of Education Regulations pertaining to special education; the Individuals with Disabilities Education Act (IDEA); Part 34 of the Code of Federal Regulations (CFR), Sections 330.330-300-349 and 30.400-300.576; Section 504 of the Rehabilitation Act; Part 104 of the Code of Federal Regulations; and the Family Educational Rights and Privacy Act (FERPA).

7. 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 law enforcement or the Idaho Department of Health and Welfare. Contractor also agrees to inform the School District, within 24 hours, of such suspicion.

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To facilitate the delivery of services, the School District will provide: (1) reasonable and prompt notification of meetings and other appointments in which Contractor is expected to participate; (2) signed parent/guardian consent forms, as necessary; (3) identifying information regarding the client and the parent/guardian; and (4) reasonable assistance in facilitating communication between Contractor and the client, parent/guardian, and other providers and agencies.

9. PRIOR APPROVAL OF SERVICES

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

10. PROFESSIONAL SERVICES

The services rendered pursuant to this Agreement will be provided by individuals who are duly licensed to perform the services, or supervised by a licensed provider in accordance with applicable professional standards. Contractor agrees that all work pursuant to this Agreement will be performed in accordance with the highest professional standards. Written documentation will be provided to the School 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 Section 33-130 and policies of the School District, and have been determined to not have a criminal background inconsistent with working with children. The School District shall have the right to observe services being provided to the clients.

11. INSURANCE AND LIABILITY

Contractor shall be solely liable for any losses or damages resulting from Contractor's performance of any of the services covered by this Agreement. Contractor shall indemnify and hold harmless the School District from any liability, including, but not limited to, costs, expenses, and attorney fees, resulting from Contractor's performance of the services provided under this Agreement. Contractor shall carry liability insurance coverage with a limit of no less than USD $1,000,000. Proof of Contractor's liability coverage shall be submitted to the School District within ten (10) days of the date of this Agreement.

12. ASSIGNMENT

This 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 Agreement without the School District's prior written consent.

13. SUCCESSORS AND ASSIGNS

This Agreement is binding upon, and inures to the benefit of, successors and permitted assigns to the Agreement.

14. AMENDMENT

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.

15. TERMINATION

This Agreement may also be terminated, by either party, thirty (30) days after providing written notice of the intent to terminate to the other party. Additionally, the School District may immediately terminate this Agreement, upon written notice, in the event that funding for the School District's program is no longer available, or the specific services subject to this Agreement are modified or terminated for a student.

If the student is no longer receiving services from the Contractor for any reason, the Contractor shall immediately notify the School District of such cessation of services, in writing, and the obligation of the School District to pay for services will cease as to the last day service was provided.

16. DEFAULT

Upon default by either party, the non-defaulting party may, upon written notice, cancel this Agreement immediately and may pursue any and all available legal and equitable remedies. The defaulting party shall be liable for any and all damages 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.

17. TIME OF PERFORMANCE

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

18. NON-WAIVER BREACH

No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The failure of Contractor or the School District to insist upon strict performance of any of the terms of this 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 School District. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

19. NON-DISCRIMINATION

The parties hereby agree that no person shall be excluded from, denied participation in, or otherwise subjected to discrimination on the grounds of race, color, creed, national origin, sex, age, or disability, or any other basis prohibited by federal or Idaho law in performance of this Agreement.

20. FORCE MAJEURE

If any circumstance should occur that is not anticipated or is beyond the control of a Party or that delays or renders impossible or impracticable performance as to the obligations of such Party, the Party's obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall extend, or, if such performance has been rendered impossible by such circumstance, the Agreement shall be cancelled.

21. GOVERNANCE

This Agreement shall be governed and controlled 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 that are in effect and applicable during the period of this Agreement. Any legal actions prosecuted or instituted by any Party under this Agreement shall be brought in a court of competent jurisdiction located in Idaho, and each Party hereby consents to the jurisdiction and venue of any such courts for such purposes.

22. PROFESSIONAL FEES

If either party defaults in any manner, or fails to fulfill any or all provisions of this 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 Agreement.

23. SEVERABILITY

Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction (1) will be deemed modified to reflect the intent of the parties, determined by reference to the invalid or unenforceable term or provision, to the greatest extent permissible; and (2) will not affect the validity or enforceability of the remaining terms and provisions of this Agreement, or the validity or enforceability of the offending term or provision in any other situation or jurisdiction.

24. NO THIRD PARTY RIGHTS

This Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.

25. OPPORTUNITY TO CONSULT WITH ATTORNEY

The Contractor acknowledges that s/he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, the Parties agree that this Agreement has been negotiated at arm's length and between Parties equally sophisticated and knowledgeable in the subject matter dealt with in this Agreement. This Agreement is to be construed as the joint and equal work product of each party, and may not be interpreted more or less favorably in respect to either party on account of its preparation or drafting, and shall be interpreted in a reasonable manner to affect the intent of the Parties as set forth in this Agreement.

26. HEADINGS AND EXHIBITS

The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement. All schedules and exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.

27. MERGER

This 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 Agreement may not be released, discharged, or modified except by an instrument in writing, signed by the duly authorized representatives of the parties.

28. COUNTERPARTS

This Agreement may be signed in counterparts, which shall together constitute the signed original agreement.

29. ELECTRONIC SIGNATURES

This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties.

30. IDAHO PUBLIC RECORDS LAW

Any information furnished between the Parties may be subject to the Idaho Public Records Law, Idaho Code §§ 9-337 through 9-350. The Parties agree to consult one another prior to releasing potentially, confidential, privileged, or exempt documents.

31. DEFINITIONS

31.1 **"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.

31.2 **"Aggregate Data"** is collected or reported at a group, cohort or institutional level and does not contain PII.

31.3 **"Data Breach"** is the unauthorized acquisition of PII.

31.4 **"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.

31.5 **"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.

31.6 **"Physical Security"** describes security measures designed to deny unauthorized access to facilities or equipment.

31.7 **"Student Data"** means data collected at the student level and included in a student's educational records.

31.8 **"Unauthorized Data Disclosure"** is the intentional or unintentional release of PII to an unauthorized person or untrusted environment.

32. **AUTHORITY**

Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it, and has taken all action necessary to authorize the execution, delivery, and performance of the Agreement. Each person signing this Agreement warrants that s/he has full power and authority to bind the entity or agency under which her/his signature appears.

33. (PLACE HOLDER)

ATTACHMENT A

STUDENT(S)

Dates of Service: _____

Hours of Service:

Hours	Student Name	Unit Cost	Total

ATTACHMENT B

SCOPE OF PROGRAM(S) / SERVICE(S)

The Agency agrees to provide the following services:

1. **Performance of Speech/Language Therapy procedures for the Blackfoot School District as outlined in the acceptable practices of Speech/Language Therapy procedures for the State of Idaho;**
2. **Evaluation of students for eligibility, developing Individual Education Plans (IEPs), communicating with parents and fellow team members;**
3. **Compliant documentation of IEP services;**
4. **Management of IEP files including compliance with date deadlines;**
5. **Provide the school district with a copy of current license or certification;**
6. **Provide proof of liability insurance coverage (minimum coverage $500,000).**
7. **Submit all paperwork necessary for Medicaid billing on a monthly basis when Invoice is submitted.**
8. **Invoices are to be submitted PRIOR TO the 10th of each month to the secretary of Irving Student Support Services who will submit the invoice to the District Office for payment on the 10th of each month. Invoices submitted on or after the 10th of each month may be subject to delayed payment.**

ATTACHMENT C

SERVICE DELIVERY – TIME AND PLACE

Contractor shall perform services set forth in Attachment _B_ at _____ (*designated location*) on _____ (*day(s) of the week*) during the _____ school year from _____ a.m./p.m (*time*) until _____ a.m./p.m (*time*), unless the parties mutually agree to a modification of the time and place of service delivery.

ATTACHMENT D

COMPENSATION / BILLING

The School District shall compensate Contractor for the direct services identified in Attachment _B_ at the rate of $___49.35_____ per hour for ___8.25___ hours per day, 3.5 days per week, in an amount not to exceed 28.75 hours per week for the term of the Agreement. Additional hours will be compensated at the same rate, provided that the additional hours have been pre-approved, in writing, by the School District's authorized representative or designee.

OPTIONAL: Travel Expenses

☐ The School District shall pay $_____ per hour for Contractor's travel time to and from the place of service delivery in an amount not to exceed $_____ for the term of the Agreement.

AND/OR

☐ The District shall pay $_____ per mile for Contractor's mileage to and from the place of service delivery in an amount not to exceed $_____ for the term of the Agreement.

Contractor will submit a monthly statement of services rendered (and any additional forms) and will allow _____ [six (6) weeks] for payment from the date the invoice is submitted to the School District. If requested by the School District, each itemized monthly statement must include the following information for each student receiving services: (1) student's name, (2) description of services provided, (3) total number of hours spent providing services, and (4) cost of services provided. Additional documentation may be required by the School District and Contractor must provide the requested documentation within _____ [ten (10)] working days of the date the written request for the documentation is made.

This addendum dated 11/14/2025 is being added to the contract between Allyson Burch and Blackfoot School District. Details of the addendum are as follows:

Allyson Burch will rent a MacBook from Blackfoot School District for the amount of $250.00 per year to begin on 11/14/2025.

Allyson Burch will pay for BAPE insurance for the MacBook in the amount of $25.00 per year to begin on 11/14/2025.

Allyson Burch — 11/14/25

Allyson Burch, Speech Language Pathologist — Date

11-14-2025

Lynette Carter, Special Education Director — Date

BLACKFOOT SCHOOL DISTRICT NO. 55

PROFESSIONAL SERVICE PROVIDER AGREEMENT

Form 857.50F1

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CONTRACTOR

Barry Good Speech

SCHOOL DISTRICT

_____Blackfoot__ School District No. __55_
440 W. Judicial Street
Blackfoot ID 83221
208-785-8835

Through this agreement, the Contractor agrees to provide the following program(s) and/or service(s).

Student(s): See Attachment A

Scope of Program(s)/Service(s): See Attachment B

Service Delivery—Time and Place: See Attachment C

Contract Term: _____08/25/2025___ through __05/28/2026___

Acceptance: This agreement and the pages attached hereto, including the General Terms and Conditions and Attachments, shall become an Agreement only upon signature below by an authorized representative of CONTRACTOR and SCHOOL DISTRICT.

CONTRACTOR

Rebecca Barry

Signature: Rebecca Barry

Printed Name: Rebecca Barry

Title: GOP

Date:

SCHOOL DISTRICT

Blackfoot School District No. 55

Signature:

Printed Name: Lynette Carter

Title: Special Education Director

Date: 8/1/2025

APPROVAL BY BOARD OF TRUSTEES

Signature: Bonnie Hepworth

Printed Name: Bonnie Hepworth

Title: Board Chair

Date: 11/20/25

GENERAL TERMS AND CONDITIONS

1. DURATION OF AGREEMENT

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No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The failure of Contractor or the School District to insist upon strict performance of any of the terms of this 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 School District. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

19. NON-DISCRIMINATION

The parties hereby agree that no person shall be excluded from, denied participation in, or otherwise subjected to discrimination on the grounds of race, color, creed, national origin, sex, age, or disability, or any other basis prohibited by federal or Idaho law in performance of this Agreement.

20. FORCE MAJEURE

If any circumstance should occur that is not anticipated or is beyond the control of a Party or that delays or renders impossible or impracticable performance as to the obligations of such Party, the Party's obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall extend, or, if such performance has been rendered impossible by such circumstance, the Agreement shall be cancelled.

21. GOVERNANCE

This Agreement shall be governed and controlled 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 that are in effect and applicable during the period of this Agreement. Any legal actions prosecuted or instituted by any Party under this Agreement shall be brought in a court of competent jurisdiction located in Idaho, and each Party hereby consents to the jurisdiction and venue of any such courts for such purposes.

22. PROFESSIONAL FEES

If either party defaults in any manner, or fails to fulfill any or all provisions of this 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 Agreement.

23. SEVERABILITY

Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction (1) will be deemed modified to reflect the intent of the parties, determined by reference to the invalid or unenforceable term or provision, to the greatest extent permissible; and (2) will not affect the validity or enforceability of the remaining terms and provisions of this Agreement, or the validity or enforceability of the offending term or provision in any other situation or jurisdiction.

24. NO THIRD PARTY RIGHTS

This Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.

25. OPPORTUNITY TO CONSULT WITH ATTORNEY

The Contractor acknowledges that s/he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, the Parties agree that this Agreement has been negotiated at arm's length and between Parties equally sophisticated and knowledgeable in the subject matter dealt with in this Agreement. This Agreement is to be construed as the joint and equal work product of each party, and may not be interpreted more or less favorably in respect to either party on account of its preparation or drafting, and shall be interpreted in a reasonable manner to affect the intent of the Parties as set forth in this Agreement.

26. HEADINGS AND EXHIBITS

The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement. All schedules and exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.

27. MERGER

This 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 Agreement may not be released, discharged, or modified except by an instrument in writing, signed by the duly authorized representatives of the parties.

28. COUNTERPARTS

This Agreement may be signed in counterparts, which shall together constitute the signed original agreement.

29. ELECTRONIC SIGNATURES

This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties.

30. IDAHO PUBLIC RECORDS LAW

Any information furnished between the Parties may be subject to the Idaho Public Records Law, Idaho Code §§ 9-337 through 9-350. The Parties agree to consult one another prior to releasing potentially, confidential, privileged, or exempt documents.

31. DEFINITIONS

31.1 **"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.

31.2 **"Aggregate Data"** is collected or reported at a group, cohort or institutional level and does not contain PII.

31.3 **"Data Breach"** is the unauthorized acquisition of PII.

31.4 **"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.

31.5 **"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.

31.6 **"Physical Security"** describes security measures designed to deny unauthorized access to facilities or equipment.

31.7 **"Student Data"** means data collected at the student level and included in a student's educational records.

31.8 **"Unauthorized Data Disclosure"** is the intentional or unintentional release of PII to an unauthorized person or untrusted environment.

32. **AUTHORITY**

Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it, and has taken all action necessary to authorize the execution, delivery, and performance of the Agreement. Each person signing this Agreement warrants that s/he has full power and authority to bind the entity or agency under which her/his signature appears.

33. (PLACE HOLDER)

ATTACHMENT A

STUDENT(S)

Dates of Service: _____

Hours of Service:

Hours	Student Name	Unit Cost	Total

ATTACHMENT B

SCOPE OF PROGRAM(S) / SERVICE(S)

The Agency agrees to provide the following services:

1. **Performance of Speech/Language Therapy procedures for the Blackfoot School District as outlined in the acceptable practices of Speech/Language Therapy procedures for the State of Idaho;**
2. **Evaluation of students for eligibility, developing Individual Education Plans (IEPs), communicating with parents and fellow team members;**
3. **Compliant documentation of IEP services;**
4. **Management of IEP files including compliance with date deadlines;**
5. **Provide the school district with a copy of current license or certification;**
6. **Provide proof of liability insurance coverage (minimum coverage $500,000).**
7. **Submit all paperwork necessary for Medicaid billing on a monthly basis when Invoice is submitted.**
8. **Invoices are to be submitted PRIOR TO the 10th of each month to the secretary of Irving Student Support Services who will submit the invoice to the District Office for payment on the 10th of each month. Invoices submitted on or after the 10th of each month may be subject to delayed payment.**

ATTACHMENT C

SERVICE DELIVERY – TIME AND PLACE

Contractor shall perform services set forth in Attachment _B_ at _____ (*designated location*) on _____ (*day(s) of the week*) during the _____ school year from _____ a.m./p.m (*time*) until _____ a.m./p.m (*time*), unless the parties mutually agree to a modification of the time and place of service delivery.

ATTACHMENT D

COMPENSATION / BILLING

The School District shall compensate Contractor for the direct services identified in Attachment _B_ at the rate of $___60.00_____ per hour for ___8.25___ hours per day, 3.5 days per week, in an amount not to exceed 28.75 hours per week for the term of the Agreement. Additional hours will be compensated at the same rate, provided that the additional hours have been pre-approved, in writing, by the School District's authorized representative or designee.

OPTIONAL: Travel Expenses

☐ The School District shall pay $_____ per hour for Contractor's travel time to and from the place of service delivery in an amount not to exceed $_____ for the term of the Agreement.

AND/OR

☐ The District shall pay $_____ per mile for Contractor's mileage to and from the place of service delivery in an amount not to exceed $_____ for the term of the Agreement.

Contractor will submit a monthly statement of services rendered (and any additional forms) and will allow _____ [six (6) weeks] for payment from the date the invoice is submitted to the School District. If requested by the School District, each itemized monthly statement must include the following information for each student receiving services: (1) student's name, (2) description of services provided, (3) total number of hours spent providing services, and (4) cost of services provided. Additional documentation may be required by the School District and Contractor must provide the requested documentation within _____ [ten (10)] working days of the date the written request for the documentation is made.

1. **Contractor will submit Invoice and Medicaid billing together prior to the 10th of each month to the special education support services department. Medicaid billing is to be submitted utilizing the program the school district outlines. Training will be provided if needed by the school district. In the event of a school closure due to unforeseen circumstances including but not limited to: pandemic, natural disasters, etc. terms of contract may be affected as student service times may be reduced or services may need to be provided in an alternate manner, such as through teletherapy methods or paper packets.**

This addendum dated 11/14/2025 is being added to the contract between Rebecca Barry, Barry Good Speech, and Blackfoot School District. Details of the addendum are as follows:

Rebecca Barry will rent a MacBook from Blackfoot School District for the amount of $250.00 per year to begin on 11/14/2025.

Rebecca Barry will pay for BAPE insurance for the MacBook in the amount of $25.00 per year to begin on 11/14/2025.

Rebecca B

Rebecca Barry, Barry Good Speech

11-17-2025

Date

Lynette Carter, Special Education Director

11-17-2025

Date

BLACKFOOT SCHOOL DISTRICT NO. 55

PROFESSIONAL SERVICE PROVIDER AGREEMENT

Form 857.50F1

Whereas, Idaho school districts are responsible for providing a Free and Appropriate Public Education (FAPE) through special education and/or related services to assist students in their educational development as identified on the student's Individualized Education Program (IEP); and

Whereas, Idaho Code Section 33-2004 sets forth provisions whereby school districts may provide FAPE to special education students through a duly licensed and/or qualified provider;

IT IS HEREBY AGREED that this agreement is entered into on ____08/01/2025____ (DATE) by and between:

CONTRACTOR

Dawn Enterprises
PO Box 388 / 280 Cedar Street
Blackfoot ID 83221
208-785-5890

SCHOOL DISTRICT

_____Blackfoot__ School District No. __55_
440 W. Judicial Street
Blackfoot ID 83221
208-785-8835

Through this agreement, the Contractor agrees to provide the following program(s) and/or service(s).

Student(s): See Attachment A

Scope of Program(s)/Service(s): See Attachment B

Service Delivery—Time and Place: See Attachment C

Contract Term: _____08/25/2025___ through __05/28/2026___

Acceptance: This agreement and the pages attached hereto, including the General Terms and Conditions and Attachments, shall become an Agreement only upon signature below by an authorized representative of CONTRACTOR and SCHOOL DISTRICT.

CONTRACTOR

Dawn Enterprises

Signature: [signature]

Printed Name: Misti Nelson

Title: Deputy Director

Date: 9-3-25

SCHOOL DISTRICT

Blackfoot School District No. 55

Signature: [signature]

Printed Name: Lynette Carter

Title: Special Education Director

Date: 9-8-25

APPROVAL BY BOARD OF TRUSTEES

Signature: Bonnie Hepworth

Title: Board Chairman

Printed Name: Bonnie Hepworth

Date: 9/25/25

GENERAL TERMS AND CONDITIONS

1. DURATION OF AGREEMENT

This Agreement shall not exceed twelve (12) calendar months and is contingent upon the availability of funds to the School District. At the discretion of the School District, the Agreement may be renewed annually.

2. RELATIONSHIP OF PARTIES

In performing services under this Agreement, Contractor is, and shall at all times be, an independent contractor of the School District. Nothing herein is to be construed as establishing an employer-employee relationship. Contractor is not eligible for School District benefits of any kind and is responsible for its own Social Security, Income Tax withholdings, and workers compensation insurance.

3. RECORD KEEPING

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

4. CONFIDENTIALITY

Contractor acknowledges its obligation to comply with all federal and state laws regarding privacy, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) and the Idaho Student Data Accessibility, Transparency, and Accountability Act of 2014 (Idaho Data Accountability Act). 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. Contractor is prohibited from disclosing any information obtained as a result of rendering services pursuant to this Agreement to any individual not authorized and directed by the School District, or without the consent of the parent/guardian or the student, if 18 years of age or older.

4.1 CONSENT/AUTHORIZATION TO ACCESS EDUCATIONAL RECORDS OR PROTECTED HEALTH INFORMATION

The Contractor shall at all times require the written consent or authorization of the parent/guardian or student, if 18 years of age or older, for the disclosure or access to educational records 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.

4.2 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:

(a) 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;

(b) 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;

(c) Contractor agrees to restrict access to personally identifiable information (PII) to only authorized staff who require such access to perform their assigned duties;

(d) Contractor is prohibited from using student data and PII for secondary uses including, but not limited to, sales, marketing, or advertising;

(e) 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

(f) 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.

4.3 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.

5. COSTS AND EXPENSES

Contractor is solely responsible for all costs and expenses incurred in connection with the performance of those services described in this Agreement, unless otherwise agreed to, in writing, by both parties.

6. COMPLIANCE WITH APPLICABLE LAWS

Contractor agrees to provide services in accordance with State and federal laws and regulations, including, but not limited to: Idaho Code; Idaho State Board of Education Regulations pertaining to special education; the Individuals with Disabilities Education Act (IDEA); Part 34 of the Code of Federal Regulations (CFR), Sections 330.330-300-349 and 30.400-300.576; Section 504 of the Rehabilitation Act; Part 104 of the Code of Federal Regulations; and the Family Educational Rights and Privacy Act (FERPA).

7. 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 law enforcement or the Idaho Department of Health and Welfare. Contractor also agrees to inform the School District, within 24 hours, of such suspicion.

8. COORDINATION OF SERVICES

To facilitate the delivery of services, the School District will provide: (1) reasonable and prompt notification of meetings and other appointments in which Contractor is expected to participate; (2) signed parent/guardian consent forms, as necessary; (3) identifying information regarding the client and the parent/guardian; and (4) reasonable assistance in facilitating communication between Contractor and the client, parent/guardian, and other providers and agencies.

9. PRIOR APPROVAL OF SERVICES

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

10. PROFESSIONAL SERVICES

The services rendered pursuant to this Agreement will be provided by individuals who are duly licensed to perform the services, or supervised by a licensed provider in accordance with applicable professional standards. Contractor agrees that all work pursuant to this Agreement will be performed in accordance with the highest professional standards. Written documentation will be provided to the School 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 Section 33-130 and policies of the School District, and have been determined to not have a criminal background inconsistent with working with children. The School District shall have the right to observe services being provided to the clients.

11. INSURANCE AND LIABILITY

Contractor shall be solely liable for any losses or damages resulting from Contractor's performance of any of the services covered by this Agreement. Contractor shall indemnify and hold harmless the School District from any liability, including, but not limited to, costs, expenses, and attorney fees, resulting from Contractor's performance of the services provided under this Agreement. Contractor shall carry liability insurance coverage with a limit of no less than USD $1,000,000. Proof of Contractor's liability coverage shall be submitted to the School District within ten (10) days of the date of this Agreement.

12. ASSIGNMENT

This 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 Agreement without the School District's prior written consent.

13. SUCCESSORS AND ASSIGNS

This Agreement is binding upon, and inures to the benefit of, successors and permitted assigns to the Agreement.

14. AMENDMENT

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.

15. TERMINATION

This Agreement may also be terminated, by either party, thirty (30) days after providing written notice of the intent to terminate to the other party. Additionally, the School District may immediately terminate this Agreement, upon written notice, in the event that funding for the School District's program is no longer available, or the specific services subject to this Agreement are modified or terminated for a student.

If the student is no longer receiving services from the Contractor for any reason, the Contractor shall immediately notify the School District of such cessation of services, in writing, and the obligation of the School District to pay for services will cease as to the last day service was provided.

16. DEFAULT

Upon default by either party, the non-defaulting party may, upon written notice, cancel this Agreement immediately and may pursue any and all available legal and equitable remedies. The defaulting party shall be liable for any and all damages 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.

17. TIME OF PERFORMANCE

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

18. NON-WAIVER BREACH

No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The failure of Contractor or the School District to insist upon strict performance of any of the terms of this 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 School District. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

19. NON-DISCRIMINATION

The parties hereby agree that no person shall be excluded from, denied participation in, or otherwise subjected to discrimination on the grounds of race, color, creed, national origin, sex, age, or disability, or any other basis prohibited by federal or Idaho law in performance of this Agreement.

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If any circumstance should occur that is not anticipated or is beyond the control of a Party or that delays or renders impossible or impracticable performance as to the obligations of such Party, the Party's obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall extend, or, if such performance has been rendered impossible by such circumstance, the Agreement shall be cancelled.

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This Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.

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Any information furnished between the Parties may be subject to the Idaho Public Records Law, Idaho Code §§ 9-337 through 9-350. The Parties agree to consult one another prior to releasing potentially, confidential, privileged, or exempt documents.

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in the school community who does not have personal knowledge of the relevant circumstances, to identify the student.

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Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it, and has taken all action necessary to authorize the execution, delivery, and performance of the Agreement. Each person signing this Agreement warrants that s/he has full power and authority to bind the entity or agency under which her/his signature appears.

33. (PLACE HOLDER)

ATTACHMENT A

STUDENT(S)

Dates of Service: _____

Hours of Service:

Hours	Student Name	Unit Cost	Total

ATTACHMENT B

SCOPE OF PROGRAM(S) / SERVICE(S)

The Agency agrees to provide education and/or training programs for special education students: work experience: academic instruction: career/vocational education and/or life skills training as indicated by the IEP team, IEP, and/or transition plan. Additional related services to be provided by the Agency include: Job Skills Classes, transportation and/or evaluations as planned by the IEP team: or any other services as determined by the IEP.

The Agency further agrees to provide the District the following:

1. **The Agency agrees to provide special education services in accordance with the following state and federal laws and regulations: Idaho Code; Idaho State board of Education Regulations pertaining to special education; the Individuals with Disabilities Education Act; Part 34 of the Code of Federal Regulations, Sections 300.300-300.349 and 300.400-300.576; Section 504 of the Rehabilitation Act, Part 104 of the Code of Federal Regulations, and the Family Educational Rights and Privacy Act. These regulations include, but are not limited to, provisions relating to:**

a. **FAPE**
a. **Least Restrictive Environment (LRE)**
a. **Personnel that meet appropriate standards**
a. **Individualized Education Program (IEP)**
a. **Parent participation**
a. **Procedural Safeguards**
a. **Protection in evaluation procedures**
a. **Confidentiality of Information**
a. **Nondiscrimination on the basis of disability**

2. **The daily attendance of each student at times requested by the District but not less frequently than quarterly.**

3. **Other ongoing progress reports that the Agency uses to monitor each student's progress toward IEP goals and objectives;**

4. **Verification that the Agency personnel responsible for providing special education and related services meet the highest entry level state standards for the appropriate occupation category; and**

5. **If the child is no longer receiving services of the Agency for any reason, the Agency shall so inform the District, and the obligation of the District to pay for the child's education/training program shall be affected as follows: if the student fails to attend and/or drops out of school, whereas, the district does not receive average daily attendance (ADA) for the student(s), the District is not obligated to pay the agency.**

6. **The Agency and the District agree to comply and abide by all pertinent statutes of the State of Idaho, and such rules and regulations as the State Board of Education may legally prescribe, which are, by reference incorporated in and made a part of this Contract as though set forth herein.**

7. **The District assures that they have placed students in the Agency's program only after having conducted an Individualized Education Program (IEP) team meeting (with the participation of the Agency) to develop an IEP. The Agency, at the District's discretion, may convene subsequent IEP team meetings to revise the student's IEP, but a District representative must participate in all subsequent meetings.**

8. **The District agrees to pay the Agency the amounts computed as follows: daily attendance times hours per day rate of $9.50 per hour per student for group, daily attendance times hours per day rate of $19.00 per hour per student for individual, $20.00 per hour for Job Skills classes provided at the high school. The District will allow a maximum of $100.00 per month for incidentals related to work performance as outlined on the student IEP.**

9. **The District shall pay the Agency upon submission of an invoice on the following schedule of dates: when the Agency submits the month's attendance and invoice before the 3rd of each month for the student(s) who were served by the agency, payment will be forth coming by the 20th of the month.**

10. **The Agency shall submit monthly, a copy of each student's ongoing progress report indicating progress or lack thereof towards specific goals and objectives as related to the IEP and/or transition plan. Monthly meetings as needed between agency staff and district/school staff for the purposes of discussing specific student's needs and services may be held.**

ATTACHMENT C

SERVICE DELIVERY – TIME AND PLACE

Contractor shall perform services set forth in Attachment _B_ at _____ (*designated location*) on _____ (*day(s) of the week*) during the _____ school year from _____ a.m./p.m (*time*) until _____ a.m./p.m (*time*), unless the parties mutually agree to a modification of the time and place of service delivery.

ATTACHMENT D

COMPENSATION / BILLING

The School District shall compensate Contractor for the direct services identified in Attachment B at the rate of $_____ per hour for _____ hours, in an amount not to exceed $_____ for the term of the Agreement. Additional hours will be compensated at the same rate, provided that the additional hours have been pre-approved, in writing, by the School District's authorized representative or designee.

OPTIONAL: Travel Expenses

☐ The School District shall pay $_____ per hour for Contractor's travel time to and from the place of service delivery in an amount not to exceed $_____ for the term of the Agreement.

AND/OR

☐ The District shall pay $_____ per mile for Contractor's mileage to and from the place of service delivery in an amount not to exceed $_____ for the term of the Agreement.

Contractor will submit a monthly statement of services rendered (and any additional forms) and will allow _____ [six (6) weeks] for payment from the date the invoice is submitted to the School District. If requested by the School District, each itemized monthly statement must include the following information for each student receiving services: (1) student's name, (2) description of services provided, (3) total number of hours spent providing services, and (4) cost of services provided. Additional documentation may be required by the School District and Contractor must provide the requested documentation within _____ [ten (10)] working days of the date the written request for the documentation is made.

BLACKFOOT SCHOOL DISTRICT NO. 55

PROFESSIONAL SERVICE PROVIDER AGREEMENT

Form 857.50F1

Whereas, Idaho school districts are responsible for providing a Free and Appropriate Public Education (FAPE) through special education and/or related services to assist students in their educational development as identified on the student's Individualized Education Program (IEP); and

Whereas, Idaho Code Section 33-2004 sets forth provisions whereby school districts may provide FAPE to special education students through a duly licensed and/or qualified provider;

IT IS HEREBY AGREED that this agreement is entered into on ____08/01/2025____ (DATE) by and between:

CONTRACTOR

Independent Living Specialists

Blackfoot ID 83221

SCHOOL DISTRICT

_____Blackfoot__ School District No. __55_
440 W. Judicial Street
Blackfoot ID 83221
208-785-8835

Through this agreement, the Contractor agrees to provide the following program(s) and/or service(s).

Student(s): See Attachment A

Scope of Program(s)/Service(s): See Attachment B

Service Delivery—Time and Place: See Attachment C

Contract Term: _____08/25/2025___ through __05/28/2026___

Acceptance: This agreement and the pages attached hereto, including the General Terms and Conditions and Attachments, shall become an Agreement only upon signature below by an authorized representative of CONTRACTOR and SCHOOL DISTRICT.

CONTRACTOR

Independent Living Specialists

Signature: Janet Boyce

Printed Name: Janet Boyce

Title: Director

Date: 8-4-25

SCHOOL DISTRICT

Blackfoot School District No. 55

Signature:

Printed Name: Lynette Carter

Title: Special Education Director

Date: 8/11/2025

APPROVAL BY BOARD OF TRUSTEES

Signature: Bonnie Hepworth

Title: Board Chairman

Printed Name: Bonnie Hepworth

Date: 9/25/25

GENERAL TERMS AND CONDITIONS

1. DURATION OF AGREEMENT

This Agreement shall not exceed twelve (12) calendar months and is contingent upon the availability of funds to the School District. At the discretion of the School District, the Agreement may be renewed annually.

2. RELATIONSHIP OF PARTIES

In performing services under this Agreement, Contractor is, and shall at all times be, an independent contractor of the School District. Nothing herein is to be construed as establishing an employer-employee relationship. Contractor is not eligible for School District benefits of any kind and is responsible for its own Social Security, Income Tax withholdings, and workers compensation insurance.

3. RECORD KEEPING

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

4. CONFIDENTIALITY

Contractor acknowledges its obligation to comply with all federal and state laws regarding privacy, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) and the Idaho Student Data Accessibility, Transparency, and Accountability Act of 2014 (Idaho Data Accountability Act). 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. Contractor is prohibited from disclosing any information obtained as a result of rendering services pursuant to this Agreement to any individual not authorized and directed by the School District, or without the consent of the parent/guardian or the student, if 18 years of age or older.

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The Contractor shall at all times require the written consent or authorization of the parent/guardian or student, if 18 years of age or older, for the disclosure or access to educational records 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.

4.2 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:

(a) 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;

(b) 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;

(c) Contractor agrees to restrict access to personally identifiable information (PII) to only authorized staff who require such access to perform their assigned duties;

(d) Contractor is prohibited from using student data and PII for secondary uses including, but not limited to, sales, marketing, or advertising;

(e) 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

(f) 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.

4.3 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.

5. COSTS AND EXPENSES

Contractor is solely responsible for all costs and expenses incurred in connection with the performance of those services described in this Agreement, unless otherwise agreed to, in writing, by both parties.

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Contractor agrees to provide services in accordance with State and federal laws and regulations, including, but not limited to: Idaho Code; Idaho State Board of Education Regulations pertaining to special education; the Individuals with Disabilities Education Act (IDEA); Part 34 of the Code of Federal Regulations (CFR), Sections 330.330-300-349 and 30.400-300.576; Section 504 of the Rehabilitation Act; Part 104 of the Code of Federal Regulations; and the Family Educational Rights and Privacy Act (FERPA).

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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 law enforcement or the Idaho Department of Health and Welfare. Contractor also agrees to inform the School District, within 24 hours, of such suspicion.

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To facilitate the delivery of services, the School District will provide: (1) reasonable and prompt notification of meetings and other appointments in which Contractor is expected to participate; (2) signed parent/guardian consent forms, as necessary; (3) identifying information regarding the client and the parent/guardian; and (4) reasonable assistance in facilitating communication between Contractor and the client, parent/guardian, and other providers and agencies.

9. PRIOR APPROVAL OF SERVICES

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

10. PROFESSIONAL SERVICES

The services rendered pursuant to this Agreement will be provided by individuals who are duly licensed to perform the services, or supervised by a licensed provider in accordance with applicable professional standards. Contractor agrees that all work pursuant to this Agreement will be performed in accordance with the highest professional standards. Written documentation will be provided to the School 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 Section 33-130 and policies of the School District, and have been determined to not have a criminal background inconsistent with working with children. The School District shall have the right to observe services being provided to the clients.

11. INSURANCE AND LIABILITY

Contractor shall be solely liable for any losses or damages resulting from Contractor's performance of any of the services covered by this Agreement. Contractor shall indemnify and hold harmless the School District from any liability, including, but not limited to, costs, expenses, and attorney fees, resulting from Contractor's performance of the services provided under this Agreement. Contractor shall carry liability insurance coverage with a limit of no less than USD $1,000,000. Proof of Contractor's liability coverage shall be submitted to the School District within ten (10) days of the date of this Agreement.

12. ASSIGNMENT

This 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 Agreement without the School District's prior written consent.

13. SUCCESSORS AND ASSIGNS

This Agreement is binding upon, and inures to the benefit of, successors and permitted assigns to the Agreement.

14. AMENDMENT

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.

15. TERMINATION

This Agreement may also be terminated, by either party, thirty (30) days after providing written notice of the intent to terminate to the other party. Additionally, the School District may immediately terminate this Agreement, upon written notice, in the event that funding for the School District's program is no longer available, or the specific services subject to this Agreement are modified or terminated for a student.

If the student is no longer receiving services from the Contractor for any reason, the Contractor shall immediately notify the School District of such cessation of services, in writing, and the obligation of the School District to pay for services will cease as to the last day service was provided.

16. DEFAULT

Upon default by either party, the non-defaulting party may, upon written notice, cancel this Agreement immediately and may pursue any and all available legal and equitable remedies. The defaulting party shall be liable for any and all damages 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.

17. TIME OF PERFORMANCE

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

18. NON-WAIVER BREACH

No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The failure of Contractor or the School District to insist upon strict performance of any of the terms of this 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 School District. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

19. NON-DISCRIMINATION

The parties hereby agree that no person shall be excluded from, denied participation in, or otherwise subjected to discrimination on the grounds of race, color, creed, national origin, sex, age, or disability, or any other basis prohibited by federal or Idaho law in performance of this Agreement.

20. FORCE MAJEURE

If any circumstance should occur that is not anticipated or is beyond the control of a Party or that delays or renders impossible or impracticable performance as to the obligations of such Party, the Party's obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall extend, or, if such performance has been rendered impossible by such circumstance, the Agreement shall be cancelled.

21. GOVERNANCE

This Agreement shall be governed and controlled 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 that are in effect and applicable during the period of this Agreement. Any legal actions prosecuted or instituted by any Party under this Agreement shall be brought in a court of competent jurisdiction located in Idaho, and each Party hereby consents to the jurisdiction and venue of any such courts for such purposes.

22. PROFESSIONAL FEES

If either party defaults in any manner, or fails to fulfill any or all provisions of this 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 Agreement.

23. SEVERABILITY

Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction (1) will be deemed modified to reflect the intent of the parties, determined by reference to the invalid or unenforceable term or provision, to the greatest extent permissible; and (2) will not affect the validity or enforceability of the remaining terms and provisions of this Agreement, or the validity or enforceability of the offending term or provision in any other situation or jurisdiction.

24. NO THIRD PARTY RIGHTS

This Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.

25. OPPORTUNITY TO CONSULT WITH ATTORNEY

The Contractor acknowledges that s/he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, the Parties agree that this Agreement has been negotiated at arm's length and between Parties equally sophisticated and knowledgeable in the subject matter dealt with in this Agreement. This Agreement is to be construed as the joint and equal work product of each party, and may not be interpreted more or less favorably in respect to either party on account of its preparation or drafting, and shall be interpreted in a reasonable manner to affect the intent of the Parties as set forth in this Agreement.

26. HEADINGS AND EXHIBITS

The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement. All schedules and exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.

27. MERGER

This 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 Agreement may not be released, discharged, or modified except by an instrument in writing, signed by the duly authorized representatives of the parties.

28. COUNTERPARTS

This Agreement may be signed in counterparts, which shall together constitute the signed original agreement.

29. ELECTRONIC SIGNATURES

This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties.

30. IDAHO PUBLIC RECORDS LAW

Any information furnished between the Parties may be subject to the Idaho Public Records Law, Idaho Code §§ 9-337 through 9-350. The Parties agree to consult one another prior to releasing potentially, confidential, privileged, or exempt documents.

31. DEFINITIONS

31.1 **"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.

31.2 **"Aggregate Data"** is collected or reported at a group, cohort or institutional level and does not contain PII.

31.3 **"Data Breach"** is the unauthorized acquisition of PII.

31.4 **"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.

31.5 **"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.

31.6 **"Physical Security"** describes security measures designed to deny unauthorized access to facilities or equipment.

31.7 **"Student Data"** means data collected at the student level and included in a student's educational records.

31.8 **"Unauthorized Data Disclosure"** is the intentional or unintentional release of PII to an unauthorized person or untrusted environment.

32. **AUTHORITY**

Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it, and has taken all action necessary to authorize the execution, delivery, and performance of the Agreement. Each person signing this Agreement warrants that s/he has full power and authority to bind the entity or agency under which her/his signature appears.

33. (PLACE HOLDER)

ATTACHMENT A

STUDENT(S)

Dates of Service: _____

Hours of Service:

Hours	Student Name	Unit Cost	Total

ATTACHMENT B

SCOPE OF PROGRAM(S) / SERVICE(S)

The Agency agrees to provide education and/or training programs for special education students: work experience: academic instruction: career/vocational education and/or life skills training as indicated by the IEP team, IEP, and/or transition plan. Additional related services to be provided by the Agency include: Job Skills Classes, transportation and/or evaluations as planned by the IEP team: or any other services as determined by the IEP.

The Agency further agrees to provide the District the following:

1. **The Agency agrees to provide special education services in accordance with the following state and federal laws and regulations: Idaho Code; Idaho State board of Education Regulations pertaining to special education; the Individuals with Disabilities Education Act; Part 34 of the Code of Federal Regulations, Sections 300.300-300.349 and 300.400-300.576; Section 504 of the Rehabilitation Act, Part 104 of the Code of Federal Regulations, and the Family Educational Rights and Privacy Act. These regulations include, but are not limited to, provisions relating to:**
    a. **FAPE**
    b. **Least Restrictive Environment (LRE)**
    c. **Personnel that meet appropriate standards**
    d. **Individualized Education Program (IEP)**
    e. **Parent participation**
    f. **Procedural Safeguards**
    g. **Protection in evaluation procedures**
    h. **Confidentiality of Information**
    i. **Nondiscrimination on the basis of handicap**

2. **The daily attendance of each student at times requested by the District but not less frequently than quarterly.**
3. **Other ongoing progress reports that the Agency uses to monitor each student's progress toward IEP goals and objectives;**
4. **Verification that the Agency personnel responsible for providing special education and related services meet the highest entry level state standards for the appropriate occupation category; and**
5. **If the child is no longer receiving services of the Agency for any reason, the Agency shall so inform the District, and the obligation of the District to pay for the child's education/training program shall be affected as follows: if the student fails to attend and/or drops out of school, whereas, the district does not receive average daily attendance (ADA) for the student(s), the District is not obligated to pay the agency.**

6. **The Agency and the District agree to comply and abide by all pertinent statutes of the State of Idaho, and such rules and regulations as the State Board of Education may legally prescribe, which are, by reference incorporated in and made a part of this Contract as though set forth herein.**
7. **The District assures that they have placed students in the Agency's program only after having conducted an Individualized Education Program (IEP) team meeting (with the participation of the Agency) to develop an IEP. The Agency, at the District's discretion, may convene subsequent IEP team meetings to revise the student's IEP, but a District representative must participate in all subsequent meetings.**
8. **The District agrees to pay the Agency the amounts computed as follows: daily attendance times hours per day rate of $12.00 per hour per student for group, daily attendance times hours per day rate of $21.00 per hour per student for individual, $20.00 per hour for Job Skills classes provided at the high school. The District will allow a maximum of $100.00 per month for incidentals related to work performance as outlined on the student IEP.**
9. **The District shall pay the Agency upon submission of an invoice on the following schedule of dates: when the Agency submits the month's attendance and invoice before the 3rd of each month for the student(s) who were served by the agency, payment will be forthcoming by the 20th of the month.**
10. **The Agency shall submit monthly, a copy of each student's ongoing progress report indicating progress or lack thereof towards specific goals and objectives as related to the IEP and/or transition plan. Monthly meetings as needed between agency staff and district/school staff for the purposes of discussing specific student's needs and services may be held.**

ATTACHMENT C

SERVICE DELIVERY – TIME AND PLACE

Contractor shall perform services set forth in Attachment B at _____ (*designated location*) on _____ (*day(s) of the week*) during the _____ school year from _____ a.m./p.m (*time*) until _____ a.m./p.m (*time*), unless the parties mutually agree to a modification of the time and place of service delivery.

ATTACHMENT D

COMPENSATION / BILLING

The School District shall compensate Contractor for the direct services identified in Attachment _B_ at the rate of $_____ per hour for _____ hours, in an amount not to exceed $_____ for the term of the Agreement. Additional hours will be compensated at the same rate, provided that the additional hours have been pre-approved, in writing, by the School District's authorized representative or designee.

OPTIONAL: Travel Expenses

☐ The School District shall pay $_____ per hour for Contractor's travel time to and from the place of service delivery in an amount not to exceed $_____ for the term of the Agreement.

AND/OR

☐ The District shall pay $_____ per mile for Contractor's mileage to and from the place of service delivery in an amount not to exceed $_____ for the term of the Agreement.

Contractor will submit a monthly statement of services rendered (and any additional forms) and will allow _____ [six (6) weeks] for payment from the date the invoice is submitted to the School District. If requested by the School District, each itemized monthly statement must include the following information for each student receiving services: (1) student's name, (2) description of services provided, (3) total number of hours spent providing services, and (4) cost of services provided. Additional documentation may be required by the School District and Contractor must provide the requested documentation within _____ [ten (10)] working days of the date the written request for the documentation is made.

BLACKFOOT SCHOOL DISTRICT NO. 55

PROFESSIONAL SERVICE PROVIDER AGREEMENT

Form 857.50F1

Whereas, Idaho school districts are responsible for providing a Free and Appropriate Public Education (FAPE) through special education and/or related services to assist students in their educational development as identified on the student's Individualized Education Program (IEP); and

Whereas, Idaho Code Section 33-2004 sets forth provisions whereby school districts may provide FAPE to special education students through a duly licensed and/or qualified provider;

IT IS HEREBY AGREED that this agreement is entered into on ____08/01/2025____ (DATE) by and between:

CONTRACTOR

Jason Joyner

SCHOOL DISTRICT

_____Blackfoot__ School District No. __55_
440 W. Judicial Street
Blackfoot ID 83221
208-785-8835

Through this agreement, the Contractor agrees to provide the following program(s) and/or service(s).

Student(s):	See Attachment A
Scope of Program(s)/Service(s):	See Attachment B
Service Delivery—Time and Place:	See Attachment C
Contract Term:	_____08/25/2025___ through __05/28/2026___

Acceptance: This agreement and the pages attached hereto, including the General Terms and Conditions and Attachments, shall become an Agreement only upon signature below by an authorized representative of CONTRACTOR and SCHOOL DISTRICT.

CONTRACTOR

Jason Joyner
Signature:
Printed Name: Jason Joyner PA-C
Title: physician assistant
Date: 11/21/25

SCHOOL DISTRICT

Blackfoot School District No. 55
Signature:
Printed Name: Lynette Carter
Title: Special Education Director
Date: 11-21-2025

APPROVAL BY BOARD OF TRUSTEES

Signature: Bonnie Hepworth
Title: Board Chair

Printed Name: Bonnie Hepworth
Date: 12/11/25

GENERAL TERMS AND CONDITIONS

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(e) 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

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(1) Immediate termination of any contracts with the School District without cause and for convenience, without recourse by Contractor;

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14. AMENDMENT

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.

15. TERMINATION

This Agreement may also be terminated, by either party, thirty (30) days after providing written notice of the intent to terminate to the other party. Additionally, the School District may immediately terminate this Agreement, upon written notice, in the event that funding for the School District's program is no longer available, or the specific services subject to this Agreement are modified or terminated for a student.

If the student is no longer receiving services from the Contractor for any reason, the Contractor shall immediately notify the School District of such cessation of services, in writing, and the obligation of the School District to pay for services will cease as to the last day service was provided.

16. DEFAULT

Upon default by either party, the non-defaulting party may, upon written notice, cancel this Agreement immediately and may pursue any and all available legal and equitable remedies. The defaulting party shall be liable for any and all damages 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.

17. TIME OF PERFORMANCE

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

18. NON-WAIVER BREACH

No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The failure of Contractor or the School District to insist upon strict performance of any of the terms of this 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 School District. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

19. NON-DISCRIMINATION

The parties hereby agree that no person shall be excluded from, denied participation in, or otherwise subjected to discrimination on the grounds of race, color, creed, national origin, sex, age, or disability, or any other basis prohibited by federal or Idaho law in performance of this Agreement.

20. FORCE MAJEURE

If any circumstance should occur that is not anticipated or is beyond the control of a Party or that delays or renders impossible or impracticable performance as to the obligations of such Party, the Party's obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall extend, or, if such performance has been rendered impossible by such circumstance, the Agreement shall be cancelled.

21. GOVERNANCE

This Agreement shall be governed and controlled 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 that are in effect and applicable during the period of this Agreement. Any legal actions prosecuted or instituted by any Party under this Agreement shall be brought in a court of competent jurisdiction located in Idaho, and each Party hereby consents to the jurisdiction and venue of any such courts for such purposes.

22. PROFESSIONAL FEES

If either party defaults in any manner, or fails to fulfill any or all provisions of this 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 Agreement.

23. SEVERABILITY

Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction (1) will be deemed modified to reflect the intent of the parties, determined by reference to the invalid or unenforceable term or provision, to the greatest extent permissible; and (2) will not affect the validity or enforceability of the remaining terms and provisions of this Agreement, or the validity or enforceability of the offending term or provision in any other situation or jurisdiction.

24. NO THIRD PARTY RIGHTS

This Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.

25. OPPORTUNITY TO CONSULT WITH ATTORNEY

The Contractor acknowledges that s/he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, the Parties agree that this Agreement has been negotiated at arm's length and between Parties equally sophisticated and knowledgeable in the subject matter dealt with in this Agreement. This Agreement is to be construed as the joint and equal work product of each party, and may not be interpreted more or less favorably in respect to either party on account of its preparation or drafting, and shall be interpreted in a reasonable manner to affect the intent of the Parties as set forth in this Agreement.

26. HEADINGS AND EXHIBITS

The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement. All schedules and exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.

27. MERGER

This 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 Agreement may not be released, discharged, or modified except by an instrument in writing, signed by the duly authorized representatives of the parties.

28. COUNTERPARTS

This Agreement may be signed in counterparts, which shall together constitute the signed original agreement.

29. ELECTRONIC SIGNATURES

This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties.

30. IDAHO PUBLIC RECORDS LAW

Any information furnished between the Parties may be subject to the Idaho Public Records Law, Idaho Code §§ 9-337 through 9-350. The Parties agree to consult one another prior to releasing potentially, confidential, privileged, or exempt documents.

31. DEFINITIONS

31.1 **"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.

31.2 **"Aggregate Data"** is collected or reported at a group, cohort or institutional level and does not contain PII.

31.3 **"Data Breach"** is the unauthorized acquisition of PII.

31.4 **"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.

31.5 **"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.

31.6 **"Physical Security"** describes security measures designed to deny unauthorized access to facilities or equipment.

31.7 **"Student Data"** means data collected at the student level and included in a student's educational records.

31.8 **"Unauthorized Data Disclosure"** is the intentional or unintentional release of PII to an unauthorized person or untrusted environment.

32. **AUTHORITY**

Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it, and has taken all action necessary to authorize the execution, delivery, and performance of the Agreement. Each person signing this Agreement warrants that s/he has full power and authority to bind the entity or agency under which her/his signature appears.

33. (PLACE HOLDER)

ATTACHMENT A

STUDENT(S)

Dates of Service: _____

Hours of Service:

Hours	Student Name	Unit Cost	Total

ATTACHMENT B

SCOPE OF PROGRAM(S) / SERVICE(S)

1. **Performance of providing "prior authorization" for Medicaid billing.**

0. **Complete all duties assigned herein prescribed by the Special Education Director for the Blackfoot School District and the School Board #55.**
0. **For the services rendered by the Service Provider as required by this Agreement, the District will provide compensation to the Service Provider of $2000.00 to be distributed upon receipt of Invoice from Service Provider and will be paid in one payment.**

ATTACHMENT C

SERVICE DELIVERY – TIME AND PLACE

Contractor shall perform services set forth in Attachment B at _____ (*designated location*) on _____ (*day(s) of the week*) during the _____ school year from _____ a.m./p.m (*time*) until _____ a.m./p.m (*time*), unless the parties mutually agree to a modification of the time and place of service delivery.

ATTACHMENT D

COMPENSATION / BILLING

The School District shall compensate Contractor for the direct services identified in Attachment B at the rate of $_____ per hour for _____ hours, in an amount not to exceed $_____ for the term of the Agreement. Additional hours will be compensated at the same rate, provided that the additional hours have been pre-approved, in writing, by the School District's authorized representative or designee.

OPTIONAL: Travel Expenses

☐ The School District shall pay $_____ per hour for Contractor's travel time to and from the place of service delivery in an amount not to exceed $_____ for the term of the Agreement.

AND/OR

☐ The District shall pay $_____ per mile for Contractor's mileage to and from the place of service delivery in an amount not to exceed $_____ for the term of the Agreement.

Contractor will submit a monthly statement of services rendered (and any additional forms) and will allow _____ [six (6) weeks] for payment from the date the invoice is submitted to the School District. If requested by the School District, each itemized monthly statement must include the following information for each student receiving services: (1) student's name, (2) description of services provided, (3) total number of hours spent providing services, and (4) cost of services provided. Additional documentation may be required by the School District and Contractor must provide the requested documentation within _____ [ten (10)] working days of the date the written request for the documentation is made.

BLACKFOOT SCHOOL DISTRICT NO. 55

PROFESSIONAL SERVICE PROVIDER AGREEMENT

Form 857.50F1

Whereas, Idaho school districts are responsible for providing a Free and Appropriate Public Education (FAPE) through special education and/or related services to assist students in their educational development as identified on the student's Individualized Education Program (IEP); and

Whereas, Idaho Code Section 33-2004 sets forth provisions whereby school districts may provide FAPE to special education students through a duly licensed and/or qualified provider;

IT IS HEREBY AGREED that this agreement is entered into on ____08/01/2025____ (DATE) by and between:

CONTRACTOR

Peaks to Plains Therapy
3750 Foundry Pointe Dr
Idaho Falls, ID 83406

SCHOOL DISTRICT

_____Blackfoot__ School District No. __55_
440 W. Judicial Street
Blackfoot ID 83221
208-785-8835

Through this agreement, the Contractor agrees to provide the following program(s) and/or service(s).

Student(s): See Attachment A

Scope of Program(s)/Service(s): See Attachment B

Service Delivery—Time and Place: See Attachment C

Contract Term: _____08/25/2025___ through __05/28/2026___

Acceptance: This agreement and the pages attached hereto, including the General Terms and Conditions and Attachments, shall become an Agreement only upon signature below by an authorized representative of CONTRACTOR and SCHOOL DISTRICT.

CONTRACTOR

Peaks to Plains Therapy

Signature: Brian Olson OTR/L

Printed Name: Brian Olson, OTR/L

Title: Owner, Occupational Therapist

Date: 8.1.25

APPROVAL BY BOARD OF TRUSTEES

Signature: Bonnie Hepworth

Title: School Board

SCHOOL DISTRICT

Blackfoot School District No. 55

Signature:

Printed Name: Lynette Carter

Title: Special Education Director

Date: 8-1-2025

Printed Name: Bonnie Hepworth

Date: 9/25/25

GENERAL TERMS AND CONDITIONS

1. DURATION OF AGREEMENT

This Agreement shall not exceed twelve (12) calendar months and is contingent upon the availability of funds to the School District. At the discretion of the School District, the Agreement may be renewed annually.

2. RELATIONSHIP OF PARTIES

In performing services under this Agreement, Contractor is, and shall at all times be, an independent contractor of the School District. Nothing herein is to be construed as establishing an employer-employee relationship. Contractor is not eligible for School District benefits of any kind and is responsible for its own Social Security, Income Tax withholdings, and workers compensation insurance.

3. RECORD KEEPING

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

4. CONFIDENTIALITY

Contractor acknowledges its obligation to comply with all federal and state laws regarding privacy, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) and the Idaho Student Data Accessibility, Transparency, and Accountability Act of 2014 (Idaho Data Accountability Act). 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. Contractor is prohibited from disclosing any information obtained as a result of rendering services pursuant to this Agreement to any individual not authorized and directed by the School District, or without the consent of the parent/guardian or the student, if 18 years of age or older.

4.1 CONSENT/AUTHORIZATION TO ACCESS EDUCATIONAL RECORDS OR PROTECTED HEALTH INFORMATION

The Contractor shall at all times require the written consent or authorization of the parent/guardian or student, if 18 years of age or older, for the disclosure or access to educational records 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.

4.2 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:

(a) 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;

(b) 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;

(c) Contractor agrees to restrict access to personally identifiable information (PII) to only authorized staff who require such access to perform their assigned duties;

(d) Contractor is prohibited from using student data and PII for secondary uses including, but not limited to, sales, marketing, or advertising;

(e) 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

(f) 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.

4.3 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.

5. COSTS AND EXPENSES

Contractor is solely responsible for all costs and expenses incurred in connection with the performance of those services described in this Agreement, unless otherwise agreed to, in writing, by both parties.

6. COMPLIANCE WITH APPLICABLE LAWS

Contractor agrees to provide services in accordance with State and federal laws and regulations, including, but not limited to: Idaho Code; Idaho State Board of Education Regulations pertaining to special education; the Individuals with Disabilities Education Act (IDEA); Part 34 of the Code of Federal Regulations (CFR), Sections 330.330-300-349 and 30.400-300.576; Section 504 of the Rehabilitation Act; Part 104 of the Code of Federal Regulations; and the Family Educational Rights and Privacy Act (FERPA).

7. 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 law enforcement or the Idaho Department of Health and Welfare. Contractor also agrees to inform the School District, within 24 hours, of such suspicion.

8. COORDINATION OF SERVICES

To facilitate the delivery of services, the School District will provide: (1) reasonable and prompt notification of meetings and other appointments in which Contractor is expected to participate; (2) signed parent/guardian consent forms, as necessary; (3) identifying information regarding the client and the parent/guardian; and (4) reasonable assistance in facilitating communication between Contractor and the client, parent/guardian, and other providers and agencies.

9. PRIOR APPROVAL OF SERVICES

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

10. PROFESSIONAL SERVICES

The services rendered pursuant to this Agreement will be provided by individuals who are duly licensed to perform the services, or supervised by a licensed provider in accordance with applicable professional standards. Contractor agrees that all work pursuant to this Agreement will be performed in accordance with the highest professional standards. Written documentation will be provided to the School 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 Section 33-130 and policies of the School District, and have been determined to not have a criminal background inconsistent with working with children. The School District shall have the right to observe services being provided to the clients.

11. INSURANCE AND LIABILITY

Contractor shall be solely liable for any losses or damages resulting from Contractor's performance of any of the services covered by this Agreement. Contractor shall indemnify and hold harmless the School District from any liability, including, but not limited to, costs, expenses, and attorney fees, resulting from Contractor's performance of the services provided under this Agreement. Contractor shall carry liability insurance coverage with a limit of no less than USD $1,000,000. Proof of Contractor's liability coverage shall be submitted to the School District within ten (10) days of the date of this Agreement.

12. ASSIGNMENT

This 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 Agreement without the School District's prior written consent.

13. SUCCESSORS AND ASSIGNS

This Agreement is binding upon, and inures to the benefit of, successors and permitted assigns to the Agreement.

14. AMENDMENT

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.

15. TERMINATION

This Agreement may also be terminated, by either party, thirty (30) days after providing written notice of the intent to terminate to the other party. Additionally, the School District may immediately terminate this Agreement, upon written notice, in the event that funding for the School District's program is no longer available, or the specific services subject to this Agreement are modified or terminated for a student.

If the student is no longer receiving services from the Contractor for any reason, the Contractor shall immediately notify the School District of such cessation of services, in writing, and the obligation of the School District to pay for services will cease as to the last day service was provided.

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Upon default by either party, the non-defaulting party may, upon written notice, cancel this Agreement immediately and may pursue any and all available legal and equitable remedies. The defaulting party shall be liable for any and all damages 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.

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

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No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The failure of Contractor or the School District to insist upon strict performance of any of the terms of this 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 School District. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

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31.3 **"Data Breach"** is the unauthorized acquisition of PII.

31.4 **"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.

31.5 **"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.

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31.7 **"Student Data"** means data collected at the student level and included in a student's educational records.

31.8 **"Unauthorized Data Disclosure"** is the intentional or unintentional release of PII to an unauthorized person or untrusted environment.

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Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it, and has taken all action necessary to authorize the execution, delivery, and performance of the Agreement. Each person signing this Agreement warrants that s/he has full power and authority to bind the entity or agency under which her/his signature appears.

33. (PLACE HOLDER)

ATTACHMENT A

STUDENT(S)

Dates of Service: _____

Hours of Service:

Hours	Student Name	Unit Cost	Total

ATTACHMENT B

SCOPE OF PROGRAM(S) / SERVICE(S)

The Agency agrees to perform the following procedures as needed and according to the student's IEP:

1. **Performance of Occupational Therapy, Physical Therapy, Speech Therapy as outlined in the acceptable practices for the State of Idaho;**

a. **Duties may include but are not limited to: evaluation of students for eligibility, developing Individual Education Programs (IEPs), providing direct services to students on IEPs, communicating with parents and fellow team members.**

a. **Provide a copy of current license or certification.**

a. **Provide proof of liability insurance coverage (minimum $500,000).**

a. **Provide proof of workman's compensation coverage.**

0. **2. School District will provide assessment materials that are available within district. Assessments not available can be given using Peaks to Plains assessment materials. The testing protocols are to be added as a separate line item on the invoice for the purpose of reimbursement from the district.**

0. **Medicaid billing is to be submitted on at least a monthly basis utilizing the program the school district outlines. Training will be provided if needed by the school district.**

0. **Invoices are to be submitted PRIOR TO the 10th of each month to the secretary of Irving Student Support Services who will submit the invoice to the District Office for payment on the 10th of each month. Invoices submitted on or after the 10th of each month may be subject to delayed payment.**

ATTACHMENT C

SERVICE DELIVERY – TIME AND PLACE

Contractor shall perform services set forth in Attachment _B_ at _____ (*designated location*) on _____ (*day(s) of the week*) during the _____ school year from _____ a.m./p.m (*time*) until _____ a.m./p.m (*time*), unless the parties mutually agree to a modification of the time and place of service delivery.

ATTACHMENT D

COMPENSATION / BILLING

The School District shall compensate Contractor for the direct services identified in Attachment B at the rate of $80.00 per hour for _____ hours, in an amount not to exceed $_____ for the term of the Agreement. Additional hours will be compensated at the same rate, provided that the additional hours have been pre-approved, in writing, by the School District's authorized representative or designee.

OPTIONAL: Travel Expenses

☐ The School District shall pay $_____ per hour for Contractor's travel time to and from the place of service delivery in an amount not to exceed $_____ for the term of the Agreement.

AND/OR

☐ The District shall pay $_____ per mile for Contractor's mileage to and from the place of service delivery in an amount not to exceed $_____ for the term of the Agreement.

Contractor will submit a monthly statement of services rendered (and any additional forms) and will allow _____ [six (6) weeks] for payment from the date the invoice is submitted to the School District. If requested by the School District, each itemized monthly statement must include the following information for each student receiving services: (1) student's name, (2) description of services provided, (3) total number of hours spent providing services, and (4) cost of services provided. Additional documentation may be required by the School District and Contractor must provide the requested documentation within _____ [ten (10)] working days of the date the written request for the documentation is made.

MEMORANDUM

Blackfoot School District No. 55 – 270 E Bridge Street – Blackfoot, ID 83221
Telephone: (208) 785-8857 – Fax: (208) 785-9881

To: Board of Trustees
Mr. Brian Kress, Superintendent

From: Melissa Nichols, Transportation Director M. Nichols

Date: June 19, 2025

Subject: Busing Contract Negotiations

Busing contract negotiations were held on May 27, 2025; all contractors were present, Melissa Nichols and Superintendent Kress.

Proposed increases were discussed, and it was agreed that a five (5) percent increase would be suitable for regular education busing, special education busing, Migrant/IRI, ESY and Extra Curricular busing for the 2025-2026 fiscal school year. New prices will be in effect starting September 1, 2025.

"Transporting the Future"