

## SERVICE PROVIDER AGREEMENT

This Agreement is entered into between Taylor's Crossing Public Charter School (hereinafter "TCPCS") and Bruce Blake (hereinafter "Provider").

This Provider's principal place of business is located at:

4381 Nathan Drive  
Idaho Falls, ID 83404

This Provider's primary contact for TCPCS will be and can be contacted at:

208-201-3994

---

WHEREAS, TCPCS provides Special Education and related services to assist students who are enrolled at TCPCS in their educational development and career, as are specifically identified and enumerated in the specific student's Individualized Educational Plan (IEP) or Section 504 Plan; and

WHEREAS, the Provider is a duly licensed and/or qualified service provider and is able and capable of providing related services to TCPCS enrolled students;

IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

### **TERMS OF AGREEMENT**

The Term of this Agreement shall commence on August 31, 2022, and shall remain in effect until June 3, 2023 unless otherwise terminated prior to this date upon the agreement of the parties or such other terms and conditions as would sufficiently terminate this Agreement.

This Agreement is contingent upon the availability of funds to TCPCS to provide the related services.

This Agreement may be subsequently renewed for additional periods of one (1) year, at the agreement of the parties to the continuation of this Agreement.

### **RELATIONSHIP OF PARTIES TO AGREEMENT**

In performance of services pursuant to this Agreement and in the provision of services to qualified students enrolled in TCPCS, the Provider is and at all times shall be considered to be an Independent Contractor of TCPCS.

The Provider is in no manner and shall at no time be considered an employee of TCPCS and nothing herein shall be considered to establish or create an employer-employee relationship.

### **SERVICES TO BE PROVIDED**

Provider shall render the direct services specifically identified and enumerated on Attachment "A", appended hereto and made part of this Agreement as if the same had been stated fully herein.

### **DOCUMENTATION AND RECORDKEEPING**

Provider shall be responsible for maintaining complete and accurate documentation and records of the services provided to TCPCS students pursuant to this Agreement.

Provider shall submit true, complete and accurate copies of all documentation and records associated with Provider's services provided to TCPCS students pursuant to this Agreement. This documentation shall be provided to Seth Boyle at TCPCS at the following address: 1445 N. Wood River Rd, Idaho Falls, Idaho 83401.

These records shall be provided to TCPCS on a regular and consistent basis, at the end of each month of provided service.

In addition to the provision of true, complete and accurate documentation to TCPCS, TCPCS shall have the right to review and inspect such records at any such reasonable time during business hours at the office of the Provider.

### **CONFIDENTIALITY**

Provider agrees that all information relating to services provided to any TCPCS student pursuant to this Agreement, including but not limited to the following:

- 1) Name of the Student
- 2) Disability of the Student
- 3) Content of IEP or Section 504 Plan
- 4) Nature of services rendered

shall be maintained as a confidential communication and a matter for which the Provider shall not disclose.

Provider is prohibited from disclosing any information obtained as a result of the provision of services to TCPCS students pursuant to this Agreement to any individual not authorized by TCPCS, without parental consent.

### **REPORTING OF ABUSE, ABANDONMENT OR NEGLECT**

Idaho Code 16-1605 requires the reporting, within 24 hours, of any reason to believe that a child under the age of eighteen (18) has been abused, abandoned or neglected or who observes the child being subjected to conditions or circumstances which would reasonably result in abuse, abandonment or neglect.

Such a reporting shall be made to law enforcement or the Department of Health and Welfare.

If such an event and reporting does occur, the Provider agrees that the provider will additionally notify TCPCS of the act of making a report within 24 hours of doing such.

### **SERVICE DELIVERY: TIME AND DATE**

The services to be provided to the eligible TCPCS student have been specifically identified and enumerated on Attachment "A", adopted and incorporated as if such is a part of this Agreement.

The content of Attachment "A" may be modified from time to time by the TCPCS Special Education Department/IEP team and or the Section 504 Team associated with the service provision to the TCPCS student. Provider agrees to amend the services provided to the eligible TCPCS student in accordance with the provisions of Attachment "A" as appended hereto and as such may be amended from time to time.

Provider shall provide the services identified in attachment "A" at the following location:

---

Provider shall coordinate with the eligible TCPCS student and/or the parent/legal guardian of the eligible TCPCS student to arrange for a time and schedule for the provision of services. The established schedule for services shall be shared with the TCPCS special services personnel with the provision of documentation, addressed above.

If modification to the location and schedule for service delivery occurs, all information relating to such modification shall be provided to the TCPCS special services personnel upon enactment of the modification.

### **PREAUTHORIZATION OF SERVICES**

All services rendered by Provider under the terms of this Agreement shall be preauthorized by TCPCS in accordance with applicable federal and state laws and regulation, local policies and procedures as well as professional codes of conduct.

### **COORDINATION OF SERVICES**

To facilitate the delivery of services, TCPCS shall provide:

- 1) Reasonable and prompt notification of meetings and other appointments in which the Providers is expected to participate;
- 2) Signed parental consent forms, as necessary;
- 3) Identifying information regarding the TCPCS student and the parent/legal guardian of the TCPCS student, if applicable;
- 4) All necessary documentation relating to the IEP or Section 504 Plan necessary for the full, complete and accurate provision of services; and
- 5) Reasonable assistance in the facilitation of communication between the Provider and the student (parent/legal guardian of student if applicable) as well as other providers, agencies or TCPCS personnel as are necessary for the provision of services to the student.

### **COMPENSATION FOR SERVICES**

TCPCS shall compensate the Provider for the direct services provided pursuant to the requirements of Attachment "A" at the rate of \$75 per hour for services for the term of this Agreement. Any additional hours will be compensated at the same rate, provided that the additional hours of service have been pre-authorized, in writing, by TCPCS special services personnel.

Provider shall submit a monthly statement for services rendered each month. This statement for services shall be directed to: Jamie Toop, HR Coordinator at the following location: 1445 N. Wood River Rd, Idaho Falls, ID 83401. This statement may also be submitted electronically and if such is desired, the Provider shall contact the TCPCS Special Services personnel to make necessary arrangements.

Each itemized monthly statement from the Provider shall contain the following information for each TCPCS student receiving services:

- 1) Student Name
- 2) Description of service provided
- 3) Date(s) of service provided
- 4) Total Number of hours spent providing services

5) Cost of service provided

TCPCS may request additional documentation from Provider relating to the provision of services. Provider shall provide such additional information to TCPCS within two (2) weeks of receipt of the request.

**PROFESSIONAL SERVICES**

The services of the Provider, provided pursuant to this Agreement shall be provided by individuals who are duly licensed and qualified to perform the services or by individuals supervised to perform such services by a licensed provider in accordance with applicable professional standards.

Provider agrees that all work performed pursuant to this Agreement shall be performed in accordance with the highest professional standards. Upon reasonable notice, TCPCS shall have the right to observe the services that are being provided to eligible TCPCS students.

**INSURANCE AND LIABILITY MATTERS**

Provider shall be solely responsible and liable for any losses or damages resulting from the Provider's performance of any of the services covered pursuant to this Agreement. Provider shall indemnify and hold harmless TCPCS, its agents, board and employees, from any liability, including but not limited to costs, damages, expenses, fines, and attorney fees resulting from Provider's performance of the services provided under this Agreement.

Proof of insurance shall be submitted to TCPCS Special Services Personnel within ten (10) days of the date of this Agreement.

**ASSIGNMENT**

This Agreement shall not be subjected to assignment, in whole or in part, by Provider or by operation of law, so as to authorize any person other than Provider, or Provider's employees, to assume the duties subject to this Agreement without TCPCS's prior written consent.

**AMENDMENT**

This Agreement may be amended at any time, through prior written mutual consent of both parties.

Any and all amendments to this Agreement shall be reduced to writing and appended hereto.

### **TERMINATION**

This Agreement may be terminated, without cause, by either party thirty (30) days after providing written notice of the intent to terminate, with such notice delivered to the other party to this Agreement.

Additionally, TCPCS may immediately terminate this Agreement, upon written notice to the Provider, in the event funding for TCPCS programs is no longer available or the specific services subject to this Agreement are modified or terminated for the qualifying TCPCS student or should there be other good cause for termination.

### **DEFAULT**

Upon default by either party, the non-defaulting party may cancel this Agreement immediately upon notice; and may pursue any and all available legal, equitable and other remedies. The defaulting party shall be liable for any and all expenses that are incurred by the non-defaulting party as a result thereof, including but not limited to, procuring substitute performance, legal fees, and other losses incurred due to default.

### **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.

### **NON-WAIVER BREACH**

The failure of Provider or TCPCS 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 construe a waiver or relinquishment of any such term, but the same shall be and remain in full force and effect, unless such waiver is evidence by the prior written consent of Provider or TCPCS.

### **NON-DISCRIMINATION**

The parties hereto agree that no person shall, on the ground of race, color, creed, national origin, gender, age, sex, disability or any other lawfully recognized protected classification, be excluded from or denied participation in or otherwise subjected to discrimination under any activity performed pursuant to this Agreement.

**GOVERNANCE**

This Agreement shall be governed by the laws of the state of Idaho. Provider shall, at all time, comply with and observe all applicable federal, state and local laws, regulations and ordinances which are applicable during the period of this Agreement.

**ATTORNEY FEES**

If either party defaults in any manner or fails to fulfill and and/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 Court), the prevailing party shall be entitled to recover reasonable attorney fees and costs from the other party. This Paragraph shall be enforced by the parties, notwithstanding any rescission, forfeiture or other termination of the Agreement.

**ENTIRETY OF AGREEMENT**

This Agreement contains the entire agreement and understanding between the parties hereto and shall supersede all previous oral and written proposals, contracts, negotiations, commitments, understandings or other communications and documentation between the parties.

This Agreement may not be released, discharged, or amended except by a new written instrument, signed by the parties hereto.

[Redacted Signature]

TCPCS

[Redacted Signature]

Service Provider

6/01/2022

Date

06/01/2022

Date

## Attachment A

*This contract is for School Psychologist services provided for individual students according to their Individual Education Plan (IEP). Services provided will be based on the IEP and the latest Special Education Evaluation in place with TCPS. Pay will be based on 75.00/ hour for services provided. Service will be as needed for each student.*