



West Ada

SCHOOL DISTRICT

INTERLOCAL SERVICE AGREEMENT FOR THE PROVISION OF EDUCATIONAL SERVICES FOR EXCEPTIONAL STUDENTS

This AGREEMENT is made and entered into by Joint School District No. 2, County of Ada, dba West Ada

School District (hereinafter referred to as "Contractor") and Caldwell School District, located in Canyon County, (hereinafter referred to as "District"), is for the school year **2024-2025**.

Whereas, the District provides special educational and related services to assist students attending school in the District in their educational development, as identified on the students' individualized education program (IEP) plan; and

Whereas, the Contractor employs staff who are duly licensed or qualified and able to provide related services to the District's students;

It is hereby agreed by both parties that:

SERVICES TO BE RENDERED and COMPENSATION:

Contractor shall render the professional services enumerated on the Consent for Assessment, IEP Services page, or requested in writing by the District.

- 1) The Contractor agrees to provide the District with a provider of Orientation and Mobility (O&M) services as appropriate for students enrolled in the District. The Agency will provide assessment protocols as needed, and the District will provide a location for services.
- 2) The Contractor agrees to provide the District with qualified providers, a copy of the valid credentials of the providers and proof of fingerprinting.
- 3) The District agrees to pay the Contractor an amount of \$72.50 per hour for services rendered. This includes direct service time, travel time, assessment time, report writing and virtual meeting time, if appropriate. Services will be billed for a 2-hour minimum each day for on-site services. Virtual meetings or paperwork will be billed at actual time worked.
- 4) The District agrees to pay Mileage for provider(s) between District and Contractor, and for travel between District locations. Mileage expenses will be submitted by the provider to the Contractor at the agency approved rate, and then billed to the District for reimbursement.
- 5) The Contracted provider will complete Medicaid service documentation as requested by the District on forms provided by the District. Actual Medicaid billing will be the responsibility of the District.

DURATION OF AGREEMENT:

The period of this Contractual Agreement will commence on August 1, 2024 and remain in effect until July 30, 2025. This Contractual Agreement is contingent upon the availability of funds of the District. This Contractual Agreement shall not exceed twelve (12) calendar months.

AUTHORITY:

1. This Agreement, between Contactor and the District, is entered into in accordance with the authority granted to each district to enter into contracts and provide for the educational services of its students.
2. The provision of educational, instructional, or specialized services in accordance with this Agreement will improve student learning or achievement.
3. A separate legal entity is not being created. Contractor shall administer the undertaking described in the terms of this Agreement.

BILLING:

Each quarterly statement will include the following information for each student receiving services: a) student's name; b) description of services provided; c) location of service delivery, d) total amount of time spent in providing professional services, and e) mileage expenses for the District for the previous quarter

RELATIONSHIP OF PARTIES:

In performing services under this Contractual Agreement, Contractor is and shall at all times be an independent contractor of the District. Nothing herein is to be construed as establishing an employer-employee relationship, or a Joint venture.

RECORD KEEPING:

Contractor shall be responsible for maintaining complete and accurate records documenting the professional services provided pursuant to this Contractual Agreement and shall provide copies of the records to the District within ten (10) working days of the date requested. Additionally, upon reasonable notice, the District shall have the right to review such records at any time during business hours, at the Contractor's office. The Contractor will be provided with log-in credentials to access the District's online special education software platform for special education paperwork completion if requested by the District. Paperwork completion time will be billed at the hourly rate defined above.

CONFIDENTIALITY:

Contractor agrees that all information regarding services provided pursuant to this Contractual Agreement, including, but not limited to, the students' identity and the nature of services rendered, shall be confidential pursuant to the Family Educational Records and Privacy Act (FERPA). Contractor is prohibited from disclosing any information obtained as a result of rendering services pursuant to this Contractual Agreement to any individual not authorized and directed by the District, without parent/guardian consent or consent of the student if 18 years of age or older.

REPORTING OF ABUSE, ABANDONMENT, OR NEGLECT:

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

SERVICE DELIVERY: TIME AND PLACE:

The contractor shall Perform services set forth on the student's IEP Services page and student plan of care unless the parties mutually agree to a modification of the time and place of service delivery.

COORDINATION OF SERVICES:

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

PRIOR APPROVAL OF SERVICES:

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

CONSENT/AUTHORIZATION TO ACCESS EDUCATIONAL RECORD INFORMATION OR PROTECTED HEALTH INFORMATION:

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

PROFESSIONAL SERVICES:

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

INSURANCE AND LIABILITY:

The District shall be solely liable for any losses or damages resulting from Contractor's performance of any of the services covered by this Contractual Agreement. The District Contractor shall indemnify and hold harmless the Contractor from any liability, including, but not limited to, cost, expenses, and attorney fees, resulting from performance of the services provided under this Contractual Agreement.

ASSIGNMENT:

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

AMENDMENT:

This Contractual Agreement may be amended at any time with the prior written consent of both parties. Any and all amendments to this Contractual Agreement shall be in writing.

TERMINATION:

This Contractual Agreement may be terminated without cause by either party within thirty (30) days after providing written notice of the intent to terminate to the other party. Additionally, the District may immediately

terminate this Contractual Agreement, upon written notice, in the event funding for the District's program is no longer available or the specific services to this Contractual Agreement are modified or terminated for a student.

DEFAULT:

Upon default by either party, the non-defaulting party may cancel this Contractual 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 the default.

TIME OF PERFORMANCE:

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

NON-WAVIER BREACH:

The failure of Contractor or the District to insist upon strict performance of any of the terms of this Contractual 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 evidence by the prior written consent of Contractor or the District.

NON-DISCRIMINATION:

The parties hereby agree that no person shall, on the grounds of race, color, creed, national origin, sex, age, or disability, be excluded from or denied participation in, or otherwise subjected to, discrimination under any activity performed pursuant to this Contractual Agreement.

CONFLICT OF INTEREST:

No person engaged in any activity associated with this Agreement has a personal financial interest, direct or indirect, in this Agreement. The Contractor and District warrant that neither party presently has interests, and will not acquire interests, directly or indirectly, which would create a conflict of interest in performing the obligations under this Agreement. Any direct or indirect conflict of interest must be disclosed.

GOVERNANCE:

This Contractual Agreement shall be governed 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 which are in effect and applicable during the period of this Contractual Agreement.

ATTORNEY FEES:

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

DISPUTE RESOLUTION:

All participating agencies agree to resolve systemic disputes that arise in the provision of special education and independent contractor services in a non-adversarial manner and to ensure that using the following process to resolve interagency disputes does not disrupt services to students and families:

1. An individual or agency with a concern will first use the agency's internal procedures to address the concern.

2. If a resolution is not achieved at the previous level, the issue and all relevant information will now be forwarded to the special education director of the Joint School No. 2 and District's administrator.
3. If consensus is not reached at the previous level, the special education director will forward the issue and all relevant information to the superintendent of the Joint School No. 2.
4. If a concern is identified that is related to the quality of service or health and safety issues, schools should refer concerns about a contractor, their services, or quality of services to the special education director and contractor's administrator to address these concerns.
5. If these concerns are not resolved in the dialogue with school administrator (special education director and/or superintendent) and the contractor's administrator, the DHW regional licensing entity may be contacted to investigate the situation.

STUDENT DATA PRIVACY AND SECURITY

The Contractor acknowledges its obligation to comply with the Idaho Data Accountability Act, Idaho Code Section 33-133. Contractor covenants and represents as follows:

1. 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;
2. 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;
3. Contractor agrees to restrict access to personally identifiable information (PII) to only authorized staff who require such access to perform their assigned duties;
4. Contractor is prohibited from using student data and PII for secondary uses including, but not limited to, sales, marketing, or advertising;
5. 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
6. The 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

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.

DEFINITIONS

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.

2. "Aggregate Data" is collected or reported at a group, cohort or institutional level and does not contain P II.
3. "Data Breach" is the unauthorized acquisition of PII.
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.
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.
6. "Physical Security" describes security measures designed to deny unauthorized access to facilities or equipment.
7. "Student Data" means data collected at the student level and included in a student's educational records.
8. "Unauthorized Data Disclosure" is the intentional or unintentional release of PII to an unauthorized person or untrusted environment.

COMPLETE STATE OF TERMS:

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

IN WITNESS WHEREOF, the parties have executed this Contractual Agreement on this _____ day of

_____, 2024.

West Ada School District, CFO

Caldwell School District, Superintendent/Designee