



Gooding Jt. School District #231

507 Idaho Street
Gooding, ID 83330
208-934-4321

David Carson, Superintendent

Board of Trustees

Chairman: Lenny Gillette | Vice Chair: Clint Rogers
Michael Perry | Deborah Balch | Lonnie Edwards

Registered Nursing Services CONTRACTUAL AGREEMENT

Whereas, Idaho Code § 33-2044 sets forth provisions whereby school districts may provide FAPE to students needing special education services through a contract with an agency.

Therefore, Gooding School District #231, located in Gooding County, hereinafter referred to as the "District" and, hereinafter referred to as the "Contractor," agree to the following for the 2025-2026 school year.

Whereas, the District provides special education and related services to assist students attending school in the District in their educational development, as identified on the student's Individualized Education Program (IEP) or 504 plan, and consistent with the provisions regarding "school-based services" as defined in IDAPA 16.03.08.850 through 859; and

Whereas the Contractor is duly licensed or otherwise qualified and able to provide Registered Nursing services to the District's students as required by 16.03.09.850; and

Whereas, the Contractor or any employees of the Contractor who shall perform any direct service delivery under this Agreement shall at all times meet the requirements of IDAPA 16.03.09.954;

It is hereby agreed that Rachel Rogers shall:

Therefore, Gooding School District #231, located in Gooding County (hereinafter referred to as the "District"), and Rachel Rogers (hereinafter referred to as the "Contractor"), agree to the following for the 2025-2026 school year:

I. Scope of Services

The Contractor shall provide nursing services, including but not limited to:

- Conducting personal care evaluations for students requiring assistance with personal care services
- Developing, reviewing, and maintaining Personal Care Plans (PCPs) for students receiving personal care services

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- Providing consultation regarding medical plans for students at school, as requested
- Attending Individualized Education Program (IEP) meetings upon request of the District to provide input on health-related services and supports
- Providing services to special needs students in the absence of the school nurse, as directed by the District
- Attending field trips to support students requiring personal care services, as arranged in advance
- All services will be scheduled in advance and provided on an as-needed basis, based on mutual availability

II. Responsibilities of the Contractor

The Contractor shall:

- Maintain all professional licensure, continuing education, and professional liability insurance required to lawfully perform RN services in a public school setting
- Be responsible for all costs related to mileage, fuel, vehicle maintenance, and insurance
- Receive reimbursement for travel occurring outside of Gooding, Idaho at the current federal mileage reimbursement rate
- Be responsible for payment of all personal income taxes, Social Security, Medicare, and any other required withholdings; the Contractor is an independent contractor and not an employee of the District
- Submit a detailed, itemized invoice at the end of each month for services provided, including any required Medicaid documentation or paperwork
- Provide services in accordance with all District policies and state and federal laws applicable to public school health services

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III. Compensation

The District agrees to compensate the Contractor as follows:

- Hourly Rate: \$30.00 per hour for services provided
- Mileage Reimbursement: At the federal mileage rate, for miles driven outside of Gooding, Idaho

Invoices shall be submitted monthly, and the District shall remit payment within 30 days of receipt of invoice.

IV. Required Documentation

The Contractor agrees to provide the District with the following documentation prior to initiating services:

- a. Hard copy of active Idaho RN license
- b. Completed W-9 form for payment processing
- c. Completed criminal background check clearance, if required by District policy

V. Termination Clause

This Agreement may be terminated by mutual written consent of both parties. Upon termination, the Contractor shall cease providing services. The District shall compensate the Contractor for services rendered through the date of termination upon receipt of an invoice submitted within 60 days of termination.

VI. Legal Compliance

The Contractor and the District agree to comply with all applicable statutes of the State of Idaho and any rules and regulations prescribed by the Idaho State Board of Education, which are hereby incorporated into this Agreement by reference.

In Witness Whereof, the parties hereto have executed this Agreement through their authorized representatives:

For the District:

Signature: *Angela Miller*

Name / Title: Angela Miller Special Education Director

Date: 8/11/2025

For the Contractor (RN):

Signature: *Roshal Rogers RN*

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Name / Title: Rachel Rogers, RN

Date: 8/08/2025

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**GOODING SCHOOL DISTRICT
Service Provider Agreement
For Special Education Related Services**

Behavioral Intervention Services

School Contact Person: Angela Miller, Special Education Director
David Carson, Superintendent

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

Intervention Specialists: Vanessa Estrada IS

Registered Behavioral Technicians: Cortney Fernandez, EBM Paraprofessional; Sarah Miller, EBM Paraprofessional

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

THIS AGREEMENT, entered into this date, August 6, 2025, by and between Primary Therapy Source, LLC, hereinafter the "Service Provider" and GOODING SCHOOL DISTRICT.

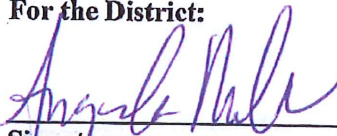
The Service Provider desires to provide and GOODING SCHOOL DISTRICT desires to purchase behavioral intervention services for special education students.

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

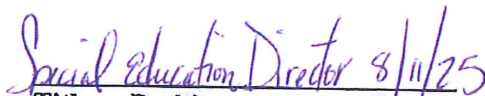
1. **Term:** This Agreement shall commence on August 18, 2025 and shall continue until terminated. Either party may terminate this Agreement by giving thirty (30) days written notice to the other.

2. **Service Provider Responsibilities:** Provide Behavioral Intervention services for students in the Gooding School District as a result of referrals from the district, which occur during school hours. The Service Provider shall provide behavioral interventions in accordance with the students IEP accommodations. Therapists will also be responsible for providing the required documentation of services for Medicaid billing compliance according to the state law and school regulations.
3. **District Responsibilities:** The Special Services Coordinator or the Special Education Teacher will maintain correspondence, allow for service providers supervisor to come into the education space to conduct state required supervisions. Special Education Personnel will help arrange for space, any necessary forms, and keep patient information in Special Education Student files.
4. **Payment for Services:** The Service Provider will be compensated for the services provided at the rate of \$34.00 per hour for RBT's and \$36.00 for Intervention Specialists and \$0.68 per mile round-trip travel between Twin Falls and the Gooding schools. Time traveled among schools in the school district is also billed at the contract rate. A monthly billing will be submitted to Gooding School District stating the dates of service and students served.
5. **Relationship of the Parties:** This Agreement shall not be construed to create a partnership relationship or the relationship of employer/employee. It is understood the Service Provider is an independent contractor performing and providing services under contract. Accordingly, the Service Provider shall be responsible for all employment taxes, worker's compensation, professional liability insurance and other costs related to self-employment.
6. **Non-Solicitation:** Gooding School District agrees not to solicit employment from therapists who are employed by Primary Therapy Source, LLC.
7. **Lost Wages:** Gooding School District will be responsible for communication with the Service Provider on days in which school is closed due to unforeseen circumstances. In the event that the Service Provider is not notified prior to arrival on campus, Gooding School District will agree to pay the set amount of mileage at \$0.67 and ½ the hourly billing rate of \$16/18hour for hours that therapist would have been at school.

For the District:

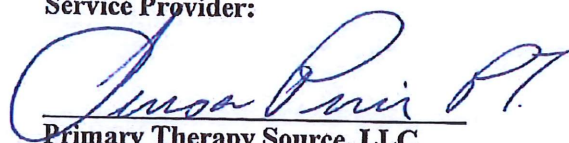


 Signature



 Title or Position Date

Service Provider:



 Primary Therapy Source, LLC
 Signature: Jan Yingst, MPT, PCS
 Or Trish Howard, DPT, GTS, CCVT
 TITLE Physical Therapist/ LLC Managing Member



 Title or Position Date

SERVICE PROVIDER AGREEMENT

PHYSICAL THERAPY SERVICES

THIS AGREEMENT, entered into on this ____ day of April, 2025, between STEPPIN' STONES THERAPY, PLLC, 932 Starlight Loop, Twin Falls, Idaho, (hereinafter referred to as "Service Provider") and GOODING SCHOOL DISTRICT, Gooding, Idaho (hereinafter referred to as "District") for the calendar school year 2025-2026;

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

ARTICLE 1. TERMS OF AGREEMENT

The period of the Agreement will commence on the first day of school, 2025 and remain in effect until the last day of school, 2026.

ARTICLE 2. RELATIONSHIP OF PARTIES

In performing services under Agreement, Service Provider 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.

ARTICLE 3. CONFIDENTIALITY

Service Provider agrees that all information regarding services provided pursuant to this Agreement, including, but not limited to, the students' identify and the nature of services rendered, shall be confidential. Service Provider is prohibited from disclosing any information obtained as a result of rendering services pursuant to this Agreement to any individual not authorized by the District, without parental consent.

ARTICLE 4. REPORTING OF ABUSE, ABANDONMENT OR NEGLECT

Service Provider acknowledges its obligation to comply with Idaho Code § 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. Service Provider also agrees to inform the District within 24 hours of such suspicion.

ARTICLE 5. 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 Service Provider is expected to participate;
- 2) Space for all therapeutic activities to take place in;

- 3) Signed parental consent forms, as necessary;
- 4) Identifying information regarding the client and the parent/guardian; and,
- 5) Reasonable assistance in facilitating communication between the Service Provider and clients, parents/guardians, and other providers and agencies.

ARTICLE 6. INSURANCE AND LIABILITY

Service Provider shall be solely liable for any losses or damages resulting from Service Provider's performance of any of the services covered by this Agreement. Service Provider shall indemnify and hold harmless the District from any liability including, but not limited to, costs, expenses, and attorneys' fees resulting from Service Provider's performance of the services provided under this Agreement. Proof of insurance and licensure to provide PT services in the state of Idaho shall be submitted to the District within ten (10) days of the date of this Agreement. Service Provider will also submit a W-9 form to be kept at the District office in adherence to the District's policies.

ARTICLE 7. AMENDMENT/TERMINATION

This Agreement may be amended at any time with the prior written mutual consent of both parties. Any and all amendments to this Agreement shall be in writing. Additionally, either party may terminate this Agreement upon 30 (thirty) days written notice.

ARTICLE 8. NON-DISCRIMINATION

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

ARTICLE 9. SCOPE OF SERVICES

Steppin' Stones Therapy, PLLC will provide the following services in PHYSICAL THERAPY for the Gooding School District:

1. Diagnostic services for children referred for physical therapy services by school personnel.
2. Therapeutic services for children diagnosed as having delayed or disordered gross motor or physical abilities with regards to physical therapy.
3. Consultative services for parents and school personnel with respect to therapeutic management and progress of the child.
4. Documentation of evaluations and therapy progress as required by the Idaho State Department of Education.

5. Be responsible for attending pertinent annual reviews, Child Study Team/IEP Meetings during therapist's regular hours.
6. The services will be provided as needed, a specific schedule to be developed jointly by the District and Clinical personnel.
7. Other services as agreed upon between parties.

ARTICLE 10. ALLOWABLE COSTS FOR SERVICE

Gooding School District, through its Board of Trustees, shall arrange appropriate payment to Steppin' Stones Therapy, PLLC as follows:

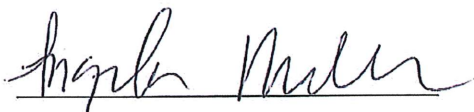
The fee for the above noted service shall be:

1. \$75.00 per contract hour and \$0.70 per mile round trip between Twin Falls and the Gooding School District.
2. Contract hours will include evaluations, therapy, screenings, and administrative time including therapy preparation and planning, documentation, IEP development, meetings, training, consultation time and time escorting students to and from the classroom.
3. Payment for the previous month's services will be made promptly following the next scheduled Board Meeting. A service fee of 1.5% will be added to any invoice not paid within 30 days of the invoice date.
4. Diagnostic and therapy materials, stickers, or other miscellaneous therapy supplies will be provided by the school district.

ARTICLE 11. BILLING

Service Provider will submit a monthly statement of services rendered each month by the first Wednesday of each month. If requested by the District, each itemized monthly statement can include a) student's name; b) description of services provided; c) total number of hours spent in direct services and administrative time; and d) cost of services provided.

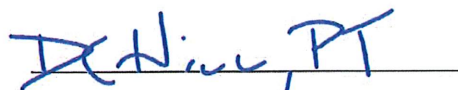
DATE 4/22/25



Angela Miller, Director of Special Education

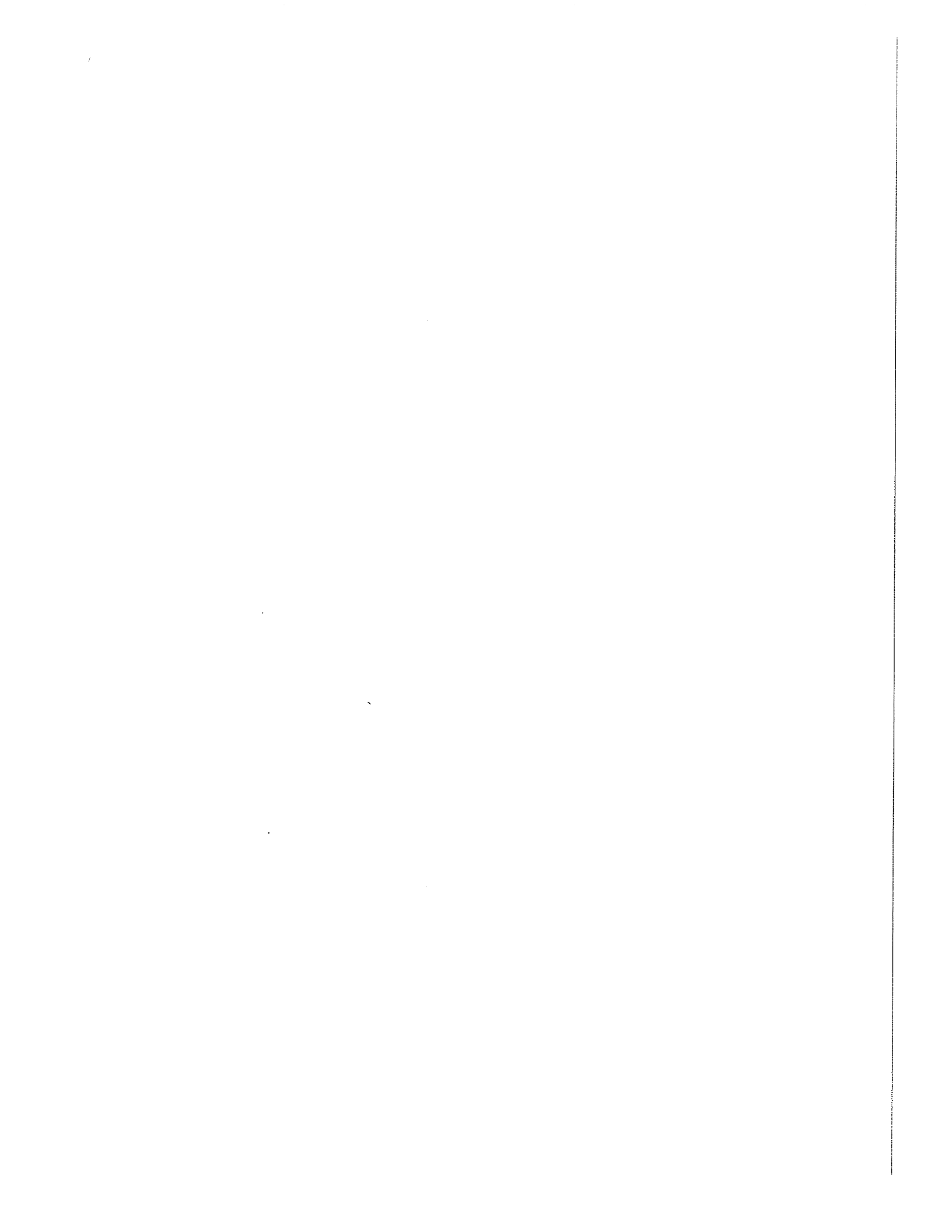
Gooding School District

DATE 4/11/25



Donald Hill, PT

Steppin' Stones Therapy, PLLC





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CONTRACTUAL AGREEMENT

Whereas, pursuant to the Individuals with Disabilities Education Act (IDEA), local school districts are responsible for providing a Free Appropriate Public Education (FAPE) to children who are eligible for special education and related services, and

Whereas, Idaho Code § 33-2044 sets forth provisions whereby school districts may provide FAPE to students needing special education services through a contract with an agency.

Therefore, **Gooding School District #231**, located in Gooding County, hereinafter referred to as the "District" and, hereinafter referred to as the "Contractor," agree to the following for the **2025-2026** school year.

Whereas, the District provides special education and related services to assist students attending school in the District in their educational development, as identified on the student's Individualized Education Program (IEP) or 504 plan, and consistent with the provisions regarding "school-based services" as defined in IDAPA 16.03.08.850 through 859; and

Whereas the Contractor is duly licensed or otherwise qualified and able to provide psychology services to the District's students as required by 16.03.09.850; and

Whereas, the Contractor or any employees of the Contractor who shall perform any direct service delivery under this Agreement shall at all times meet the requirements of IDAPA 16.03.09.954;

It is hereby agreed that **Katey Dahlstrom** shall:

- I. Agree to provide psychological services, including participation in the referral process (RTI, MDT, etc.), assessments, diagnostics, reports, and eligibility determinations, based on the psychologist's availability to the District for two on-site days per week (eight-hour days). One of these days may be remote if necessary and mutually agreed upon. Meetings are to be attended in person but may be conducted via phone or virtually if needed.
- II. Additional related responsibilities to be provided by the Contractor include:

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- a. Provider will submit a W-9 form to be kept on file at the District Office. Provider shall be responsible for all employment taxes, worker's compensation, professional liability insurance, and other costs related to self-employment.
- a. Subject to a criminal background check, which is necessary for all employees and contractors working in public schools
- b. Sign in and out of the school each visit
- c. Adhere to District's schedules, policies, and administrative requests
- d. Notify director of special education when absent (preferably with at least a one-day notice)
- e. Submit to the District on a weekly basis all Service Detail Reports (SDRs) or other activity records
- f. Submit to the District on a monthly basis any invoices for services rendered

III. The Contractor further agrees to provide the District with the following:

- a. Verification (hard copy) of licensure and/or certification in rendering psychology services to a school
- b. Verification (hard copy) of liability insurance policy
- c. Verification (hard copy) of background check

IV The Contractor 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 Contractual Agreement as though set forth therein.

V. The District agrees to pay the Contractor the amounts computed as follows:

- Hourly Psychology Services Rate -- \$85 per hour.
- Travel expense reimbursement -- \$170 each day traveled to the district.
- Mileage for 120 miles at mileage reimbursement of \$.70 per mile = \$84.00 per travel day.

Gooding Jt. School District #231 shall be responsible for providing the necessary assessment protocols.

VI. The District shall pay the Contractor upon submission of an invoice on the following schedule:

- a. All payments for services rendered by the Contractor are expected within one month of service, with remittance not to exceed 30 days.

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VII. Other specific contractual arrangements include:

a. The District is willing to coordinate access to the electronic special education database, which houses all due process forms and required paperwork and documentation known as EdPlan IEP for management of the documentation related to the psychology services the Contractor provides to the District.

VIII. The Agreement may be terminated by the mutual written consent of all parties. Upon termination, the Contractor shall stop services. The Contractor shall be reimbursed for costs incurred to date of termination upon submission of an invoice within 60 days of the date of termination.

In Witness Whereof, the parties hereto have caused this instrument to be executed in their names by the proper officials pursuant to approval of their respective boards.

For the District:

Angela Miller
Signature
Director of Special Education
Title or Position

Date: 2-6-25

For the Contractor:

Kathryn EMM
Signature
School psychologist/owner
Title or Position

Date: 2-4-25

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SLP School Contract for 2025-2026 School Year

Aria Speech Therapy Services LLC (“Company”) and the Gooding Joint School District #231 (“School”) (each a “Party” and both the “Parties”) mutually agree as follows:

1. A licensed speech-language pathologist or a certified speech-language specialist, associated with Company, will provide Speech-Language Services to the School beginning August 18, 2025 and continuing until May 28, 2026.
2. “Speech-Language Services” are:
 - 2.1. Duties assigned by the district for which the speech-language pathology personnel is properly certified and endorsed.
 - 2.2. Any, all or some of the following:
 - 2.2.1. Screening of speech-language disorders.
 - 2.2.2. Diagnosis/evaluation of speech-language disorders.
 - 2.2.3. Treatment of speech-language disorders.
 - 2.2.4. Preparation of materials necessary for such treatment.
 - 2.2.5. Record keeping and documentation.
 - 2.2.6. Report writing.
 - 2.2.7. Billing for Medicaid reimbursement.
 - 2.2.8. Providing speech-language RTI support.
 - 2.2.9. Writing speech-language IEP goals and objectives.
 - 2.2.10. Consultation with school officials and families.
 - 2.2.11. Attendance at IEP and other meetings (eg. eligibility, multidisciplinary team meetings, etc.) as necessary.
 - 2.2.12. Supervision of speech-language assistants and/or speech-language paraprofessionals.
 - 2.2.13. Collaboration and communication with IEP team members.
3. Compensation
 - 3.1. Company shall be compensated \$80 per hour for all speech-language services provided in one monthly payment for all the billable hours.
 - 3.2. Hours worked will be reflected on a time-sheet that will include the total of billable hours for each monthly period in which speech language services are performed. Billable service time will include both direct (eg. evaluations and therapy) and indirect services (eg. documentation, IEP meeting attendance, etc.).
 - 3.3. All amounts payable under this Agreement shall be paid directly to the Company.
 - 3.4. The billed time will not exceed 60 hours per month. In such cases where hours are needed to exceed the 60 hours, prior approval from the administrator will be needed. District shall pay such bill within 30 days of billing.
 - 3.5. Invoices are due to the school by the first Tuesday of each month. Invoices shall be accompanied by scans of all service delivery records completed for the

services billed to the school each month. All original service delivery records will be mailed to the school at the end of the 2025-2026 school year.

4. Company Responsibilities

- 4.1. Company shall provide Speech-Language Services to a standard of quality typical of professionals in the speech-language industry.
- 4.2. Company shall perform its duties and responsibilities under this Agreement with commercially reasonable best efforts.
- 4.3. Company shall carry professional liability insurance with a minimum policy limit of \$1 million per occurrence and \$3 million aggregate. Company shall provide proof of professional liability insurance annually to the School.
- 4.4. Company shall maintain proper professional certification including ASHA (Certificate of Clinical Competence) CCCs, Idaho state license, and Pupil Service Staff Certificate. Proof of these certifications shall be provided yearly.
- 4.5. Company's services will be rendered completely remotely via teletherapy.
- 4.6. Company will supply all the necessary online therapy and testing materials necessary for treatment and evaluation.

5. School Responsibilities


- 5.1. School will provide a clean, quiet and private treatment space in order to support services required by the Company.
- 5.2. School district will make available to the best of its ability adequate working space and equipment as determined by the special education director to enable the Company to carry out services provided for this agreement.

6. General Terms.

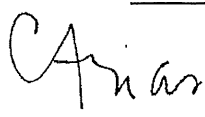
- 6.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one signed agreement between the Parties. Signatures may be transmitted by facsimile or a scanned copy and shall be deemed original.
- 6.2. This Agreement, including all schedules and exhibits that are incorporated herein by reference, contains the entire agreement of the Parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements, and prior agreements related thereto are merged herein and superseded hereby. The provisions of this Agreement may not be amended, except by an agreement in writing signed by authorized representatives of both Parties.
- 6.3. Company is an independent contractor of School and not an employee, agent, partners, representative or broker of School.
- 6.4. Each Party shall at all times comply with all applicable laws and government rules, regulations, and guidelines pertaining to its business, products or services,

employment obligations, and the subject matter of this Agreement. This Agreement shall be governed by and construed under the laws of the State of Idaho, without giving effect to its choice of law rules.

- 6.5. The intent of both parties to the agreement that either party will bring up issues for discussion that need to be addressed and resolved in a timely manner. The special ed director of Gooding Joint School District #231 and owner of the Aria Speech Therapy Services LLC will meet on as needed basis for discussion of issues and satisfaction related to their agreement.
- 6.6. Any modifications of this agreement shall be effective only if upstate in writing and signed by both parties.
- 6.7. The parties acknowledge that in the performance of this Agreement, each may have access to patient medical records and other protected health information, the confidentiality of which is protected by law. Neither party nor its agents shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the other party in writing, any patient or medical record information. Both parties shall comply with all federal and state laws and regulations, and all rules, regulations, and policies regarding the confidentiality of such patient information. The parties further acknowledge that each may be a "covered entity" and/or "business associate" under the Health Insurance Portability and Accountability Act (HIPAA). Each party represents and warrants to the other that it is or will be in compliance with the privacy provisions of HIPAA as found under 45 CFR, parts 160 and 164, standards for privacy or individually identifiable health information, commonly known as the "Final Privacy Rule," and each party shall cooperate with the other in implementing such business associate agreements or other agreements as HIPAA may require.
- 6.8. In the event any actions are brought to enforce the terms of the agreement, the prevailing party shall be entitled to recover attorney fees as cost of court.
- 6.9. This agreement/contract between Gooding Joint School District #231 and Aria Speech Therapy Services LLC may be canceled, by either party to this agreement, with written notice having been received a minimum of 30 working days prior to termination of the agreement.

 Text
special Education Director 4-21-25

Authorized Signature for the School/District Date

 Cassandra Arias Owner of Aria Speech Therapy Services LLC 04/18/2025

Aria Speech Therapy Services LLC Date



Gooding School District #231
System of Care Protocol for Independent Contractors

2025-2026 School Year

I. Protocol for Independent Contractors

The purpose of the System of Care is to establish a procedural protocol to assist Gooding School District #231 in collaborating for the delivery of related services provided by independent contractors in accordance with *The Children's Mental Services Act of 1998* and Medicaid billing policy for rehabilitative services in a school setting (IDAPA 16.03.09.254, IDAPA 16.03.10.124.05. (c) & IDAPA 16.03.10.653.05. (e).

The primary objective is to assist Gooding School District #231 and independent contractors in implementing related service plans delivered to eligible students with an Individual Education Plan (IEP) on file within the school district. In addition to this, the independent contractor must be approved through the Special Education Director's office and provide the following documentation.

1. Current Certificate of Liability
2. Proof of Worker's Compensation Coverage for agency personnel
3. Proof of Insurance which includes Gooding School District within the coverage.
4. Confirmation that individuals working in schools have a current criminal history background check.
5. Provide the school district with copies of credentials for agency personnel as required by Medicaid.

The school will be the lead agency for any student enrolled while the student is in school. Before the independent contractor may work with a student, a contractual agreement must be completed with the Special Ed. Director. Gooding School District requests that the independent contractors implement the IEP/BIP Plan as written by the IEP Team.

Gooding School District must follow the privacy provisions set forth by FERPA, HIPAA and Idaho Special Education Manual for Special Education Students.

II. Summary of Services

The contractor will comply with the District/School Operational Procedures and will fulfill the following services and responsibilities:

- The contractor must hire quality CBRS/Intervention Specialists/Behavioral Paraprofessionals to provide behavioral services requested by the school



feeding apparatus or feeding tubes; or changing a student's clothing. Contracted staff may be utilized as secondary staff required by Gooding School District policies during events where personal care is conducted to ensure student safety or to address behavioral issues. However, contracted staff shall not actually provide personal care services.

III. Overview for Independent Contractors working with Students

- 1) Independent Contractor means a person, group, or organization that meets the following conditions:
 - a. Is not an employee of Gooding school District #231 or a public agency with legal jurisdiction over the circumstances related to their involvement with the student, and
 - b. Is paid or reimbursed for services provided to the student through the established billing policy.
- 2) The Independent Contractor will do the following in the Gooding School District #231:
 - a. Submit behavior notes, data reports, or observations (when requested) to the school's administrative assistant for the IEP teams for consideration related to the referral or an evaluation being conducted.
 - b. Be invited to an IEP team meeting by the Director (when needed).
 - i. The determination of eligibility for special education and the provision of a Free Appropriate Public Education (FAPE) are the responsibility of the IEP team and cannot be prescribed by any other entity.
 - ii. All educational decisions regarding educational services, methodology, materials and personnel are the responsibility of the school district.
 - c. Provide services in the schools to students under the terms of a contract with the school district.
 - i. Contracts are established when the school district is paying for the services and describes the services, the role, and responsibilities of the independent contractor with the evaluation team or school administration, and the frequency and duration of the service, includes documentation of licensure/certification to perform the prescribed services; addresses issues related to liability, terms of payment and states the provisions for change or termination of the contract.



- ii. Services to a student with a disability shall be included on the student's IEP plan.
- d. Provide services to students on school grounds under the terms of Summary of Services with the school district.
 - i. Summary of Services is established to allow the services to take place on school property to benefit the student's progress in the general education curriculum. The Summary of Services shall describe the specific services provided, the responsibilities of the school and independent contractor, procedures for background checks and insurances and the provisions for space, time, equipment, and materials provided by the school district.

**Gooding School District #231 – Support Services
Independent Contractor Contractual Agreement for 2025-2026 Academic Year**



This contractual Agreement is entered into between the Gooding School District #231, herein referred to as "The District" and Pro Active Advantage, LLC (DBA: Pro Active Behavioral Health), herein referred to as "Contractor."

Whereas, the Contractor is a duly licensed provider in good standing, and is qualified and able to provide related services to the District's students.

It is hereby agreed by both parties that:

Duration of Agreement:

The period of this contractual agreement will commence on the 1st day of August 2025 and remain in effect for one (1) calendar year, unless otherwise amended by both parties. This contractual agreement is contingent upon the availability of funds of the district. This contractual agreement shall not exceed twelve (12) calendar months. At the discretion of the District, the contractual agreement shall be renewed annually.

Relationship of Parties:

In performing services under this contractual agreement, the contractor is, and shall be at all times, an independent contractor of the district. Nothing herein is to be construed as establishing an employer-employer relationship.

Services to be Rendered:

The provider shall render the professional services enumerated in the Summary of Services, attached hereto and made a part of this contractual agreement as if set forth fully herein.

Record Keeping:

The 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.

Confidentiality:

The provider agrees that all information regarding services provided pursuant to this contractual agreement, including, but not limited to, the student's identity and the nature of services rendered, shall be confidential pursuant to the Family Educational Records and Privacy Act (FERPA). The contractor is prohibited from disclosing any information obtained as a result of rendering services pursuant to this contractual agreement to any



Upon default by either party, the non-defaulting party may cancel this contractual agreement immediately, upon notice and 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 hereof, 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 contractual 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 the 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 evidenced 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.

The School District responsibilities shall include:

- Respect the rights of the contractor and contracted staff.
- Provide information regarding the procedures and schedule of the schools.
- Provide information on emergency procedures.
- When appropriate, invite service provider to specific student's IEP team meetings. Accommodate, within reason, the contractors need to fulfill the service review plan.
- Provide a positive climate and building environment to facilitate mutual business.
- Be cooperative when resolving conflicts between contractor and school staff.
- Work closely with the contractor for the success of Gooding students.
- Invite contracted agency to continuing education training, when applicable.
- Develop and monitor the IEP Plan.

GOVERNANCE



This contractual agreement shall be governed by the laws of the State of Idaho. The 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 the 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 recession, 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 the 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 contact the Support Services Director and follow procedures to address the concern.
2. 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.
3. These concerns will be resolved in the dialogue with the school administrator (Special Education Director) and the contractor's administrator.

COMPENSATION/BILLING

The contractor will submit, by Monday of each week, a statement of services rendered each week including the completed District's Medicaid Reporting forms. These completed forms must be accurate and ready to submit to the district. Generally, the district will issue checks by the 2nd Tuesday of the month if statement and paperwork is completed and in the district's office by the 1st of each month. Each weekly 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 in providing professional services
4. Cost of the Services provided



The district agrees to pay the contractor at the rate of:

- 1. CBRS \$38.00/Hour
- 2. BI Paraprofessionals \$20.00/Hour
- 3. Intervention Specialists (Bachelor's level BI) \$38.00/Hour
- 4. Intervention Professional (Master's Level BI) \$48.00/Hour

Further, it is understood that the contractor will be reimbursed for services, when requested to perform such services by authorized school personnel, regardless of whether or not the service is reimbursable under Idaho Medicaid. This includes services for non-Medicaid eligible students that the contractor may be asked to provide. Services for non-Medicaid eligible students will be reimbursed the at the same rate as a Medicaid eligible student.

COMPLETE STATEMENT 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 amendment in writing signed by the duly authorized representative of the parties.

Signature Page

For

Independent Contractor Contractual Agreement for 2025-2026 Academic Year

IN WITNESS WHEREOF, the parties have executed this contractual agreement on this 30th Day of June, 2025 for the 2025-2026 Academic Year.

Angela Miller
Signature of Superintendent or Authorized Designee

Anada Miller - Sped Director
Printed Name of Authorized School Representative

[Signature]
Signature of Authorized Designee for Pro Active Advantage, LLC



Frank J. Knight - CEO

Printed Name of Authorized Designee for Pro Active Advantage, LLC

Contractual Service Agreement

Between

Gooding School District

And

RISE, Inc.

The purpose of this Contractual Agreement is clearly to state agreements entered into between Gooding School District (hereinafter referred to as "District") and RISE, Inc. (hereinafter referred to as "Contractor").

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)/Behavioral Implementation Plan (BIP); and

WHEREAS, the Contractor is duly licensed or qualified and able to provide related services to the District's students;

NOW, THEREFORE, the District and Contractor, in consideration of mutual covenants and principles of care, agree to the following:

DURATION OF AGREEMENT

The period of this Contractual Agreement will commence on ~~November 14th, 2025~~ and remain in effect until July 31st, 2026. This Contractual Agreement shall not exceed twelve (12) calendar months and will be reviewed and renewed annually. Services shall not commence until the contract has been fully executed by all parties.

DETERMINATION OF ELIGIBILITY

The District shall solely assess and determine which students will be eligible for the services provided by the contractor through the formulation of the student's IEP/BIP. The District will determine whether the student will receive these services in accordance with the student's need and IEP/BIP.

A list of eligible students and their required services shall be made available to the Contractor by the District no less than ten calendar (10) days prior to the beginning of the academic school year for the purposes of hiring and training professional staff. The District shall allow twenty-one calendar (21) days for the Contractor to hire and train staff appropriately ongoing throughout the school year as the District identifies additional qualified students for services.

PRIOR APPROVAL OF SERVICES

All services rendered by 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.

COMPENSATION

The District shall compensate the Contractor for the direct services identified in this contract. Services will be compensated on a per unit (unit=15 minutes) basis per student and shall not exceed the minutes identified on the student's IEP services page and Statement of Service Delivery for the term of the Contractual Agreement.

If at any time during this contract period the state funding rate changes, the reimbursement rate will reflect such change. Should this occur, a consultation phone call or meeting will be held between the District and Contractor to confirm rate changes.

The District agrees to the rates identified and attached hereto as Attachment A and made a part of this Contractual Agreement.

The District also agrees to Contractor's selection of available employees to provide services in accordance with the rates and levels of certification required to satisfy the IEP services required or demonstrated need for each student. In the event the District selects an employee that is qualified to provide services above the level required by the IEP/BIP, the District agrees to compensate the Contractor for the difference between the rate of the services provided and the maximum rate of service(s) that employee is qualified to provide.

In addition to the fees specified in Attachment A, the District also agrees to compensate the following:

Staff & Teacher Collaboration at \$9.48 per unit. The Contractor shall not exceed one hour per month per staff, unless otherwise authorized by the District.

When students are absent at the start of school, the Contractor shall notify the building contact within 15 minutes. The District will reimburse the Contractor for waiting time at \$9.48 per unit, (unit = 15 minutes) for no more than 30 minutes per day unless given prior building contact approval due to confirmed student arrival.

If the District requires the Contractor's staff attend training or in-service days, the District shall reimburse the Contractor for this time at the rate of \$9.48 per unit (unit = 15 minute) per staff member.

All staff the Contractor employs for the purpose of this contract shall be provided MANDT de-escalation training (Level 1, 2 and 3). If the District determines they'd prefer an alternative de-escalation training, the District will reimburse the Contractor for the training time at \$9.48 per unit (unit=15 minutes), per staff member.

Interdisciplinary Training (IDT) at \$16.12 per unit. IDT is used for collaboration, with the student present, during services provided by a Speech Language & Hearing Professional, Physical Therapist, Occupational Therapist, Medical Professional, or Behavioral or mental health professional. The staff member must be an Intervention Specialist, Intervention Professional, Evidence-Based Model Intervention Specialist, or Evidence-Based Model Intervention Professional.

BILLING

The District shall be solely responsible for billing Medicaid for the services rendered by the Contractor.

Contractor will submit, by the 1st Wednesday of each month, a statement of services rendered for the previous month including the completed district's Medicaid reporting forms. These completed forms must be accurate and ready to submit for Medicaid reimbursement.

Each monthly statement must include the following information for each student receiving services: a) student's name; b) description of services provided; c) total number of units spent in providing professional services; and d) cost of services provided.

If additional documentation is required by the District, the Contractor agrees to provide the requested information within ten (10) business days of the date the written request was made.

The District will issue payment by the 30th of the month if statements and paperwork are completed and in the District Office by the 10th business day of each month. The Contractor will allow thirty (30) calendar days for payment from the date the invoice is submitted to the District.

The Contractor reserves the right to discontinue services if the District has an outstanding balance exceeding sixty (60) calendar days. The Contractor will provide notice to the District in writing thirty (30) calendar days prior to the discontinuation of services and the termination of the contract.

RECORD KEEPING

The District shall provide all appropriate and applicable information, such as the IEP, SDRs, etc. Contractor shall be responsible for maintaining complete and accurate records documenting the professional services provided pursuant to this Contractual Agreement.

SERVICE DELIVERY, TIME AND PLACE

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.

SERVICES TO BE RENDERED

Contractor shall render the professional services enumerated on the IEP Services page and the student plan of care.

PROFESSIONAL SERVICES

The services rendered pursuant to this Contractual Agreement will be provided by individuals who are duly qualified 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 students.

RELATIONSHIP OF PARTIES

In performing services under this Contractual Agreement, Contractor is and shall at all times be an independent contractor of the District.

There is no employer/employee relationship between the parties and nothing herein shall be construed as establishing an employer/employee relationship.

HIRING OF CONTRACTOR'S EMPLOYEES

The District may not hire any employee of the Contractor providing services under this Agreement during the District's school year. In addition, should District hire any employee of Contractor who has provided services under this Agreement, District shall compensate Contractor in the amount of \$5,000.00 per hired employee to offset Contractor's cost for onboarding and training and other related employment costs incurred by Contractor.

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.

CONFIDENTIALITY

Both parties agree 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). The 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.

STUDENT DATA PRIVACY AND SECURITY

Contractor & District 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. 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

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

COORDINATION OF SERVICES

To facilitate delivery of services, the District will assure:

- 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 student and the parent/guardian; and,
- 4) reasonable assistance in facilitating communication between the Contractor and students, parents/guardian, and other providers and agencies.

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 Contractual Agreement. Contractor shall indemnify and hold harmless the District from any liability, including, but not limited to, cost, expenses, and attorney fees, resulting from Contractor's performance of the services provided under this Contractual Agreement. Proof of insurance shall be submitted to the District within ten (10) calendar days of the date of this Contractual Agreement by the Contractor.

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. Notwithstanding the foregoing, Contractor may assign this Agreement to an entity under common control of Contractor.

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. Notwithstanding the termination of this Agreement, the terms under Hiring of Contractors Employees will survive termination.

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-WAIVER 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.

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 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 District and contractor'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 District.
4. If a concern is identified that is related to the quality of service or health and safety issues, parties should refer concerns regarding 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.

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 PII.
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 14th day of November, 2025.

 _____ Superintendent/designee District	 _____ RISE, Inc Contractor
--	---

<u>11-14-25</u> _____ Date	<u>11/14/2025</u> _____ Date
----------------------------------	------------------------------------

Attachment A
2025-2026 Services & Fees

Mark all that apply	Service Type	Medicaid Reimbursement Rate (unit=15 min)	Agreement Rate (unit=15 min)
X	Behavioral Intervention, Individual, EBM Professional	\$25.71 per unit	\$25.71 per unit
X	Behavioral Intervention, Individual - Intervention Professional	\$22.23 per unit	\$22.23 per unit
X	Behavioral Intervention, Individual - Intervention Specialist	\$16.12 per unit	\$16.12 per unit
X	Behavior Intervention, Individual - Intervention Technician	\$14.10 per unit	\$14.10 per unit
X	Behavioral Intervention, Individual - Intervention Paraprofessional	\$9.07 per unit	\$9.07 per unit
X	Behavioral Assessment - Intervention Professional	\$22.23 per unit	\$22.23 per unit
X	Behavioral Consultation - Intervention Professional	\$17.80 per unit	\$17.80 per unit
X	Interdisciplinary Training	\$16.12 per unit	\$16.12 per unit



Gooding Jt. School District #231

David Carson, Superintendent

507 Idaho Street
Gooding, ID 83330
208-934-4321

Board of Trustees

Chairman: Lenny Gillette | Vice Chair: Clint Rogers
Michael Perry | Deborah Balch | Lonnie Edwards

CONTRACTUAL AGREEMENT

Whereas, pursuant to the Individuals with Disabilities Education Act (IDEA), local school districts are responsible for providing a Free Appropriate Public Education (FAPE) to children who are eligible for special education and related services, and

Whereas, Idaho Code § 33-2044 sets forth provisions whereby school districts may provide FAPE to students needing special education services through a contract with an agency.

Therefore, **Gooding School District #231**, located in Gooding County, hereinafter referred to as the “District” and Cheyanna Lierman, hereinafter referred to as the “Contractor,” agree to the following for the **2025-2026** school year.

Whereas, the District provides special education and related services to assist students attending school in the District in their educational development, as identified on the student’s Individualized Education Program (IEP), and consistent with the provisions regarding “school-based services” as defined in IDAPA 16.03.09.850 through 859; and

Whereas the Contractor is duly licensed or otherwise qualified and able to provide occupational therapy services to the District’s students as required by IDAPA 16.03.09.850; and

Whereas, the Contractor or any employees of the Contractor who shall perform any direct service delivery under this Agreement shall at all times meet the requirements of IDAPA 16.03.09.855.

It is hereby agreed that the contractor shall:

- .Agree to provide occupational therapy services (assessments and diagnostics, reports, eligibility determination and IEP meeting participation, and consultation services).
- I. Additional related responsibilities to be provided by the Contractor include:
 - a. Provider will submit a W-9 form to be kept on file at the District Office. Provider shall be responsible for all employment taxes, worker's compensation, professional liability insurance, and other costs related to self-employment
 - a. Subject to a criminal background check, which is necessary for all employees and contractors working in public schools
 - b. Sign in and out of the school each visit

Gooding Schools’ mission, in partnership with the community, is to provide educational opportunities for students to develop their full potential as lifelong learners and contributing citizens.



Gooding Jt. School District #231

David Carson, Superintendent

507 Idaho Street
Gooding, ID 83330
208-934-4321

Board of Trustees

Chairman: Lenny Gillette | Vice Chair: Clint Rogers
Michael Perry | Deborah Balch | Lonnie Edwards

- c. Adhere to District's schedules, policies, and administrative requests
 - d. Notify director of special education when absent (preferably with at least a one-day notice)
 - e. Submit to the District on a monthly basis all Service Detail Reports (SDRs) or other activity records OR when assessments have been completed per student in paper form
 - f. Submit to the District on a monthly basis any invoices for services rendered by the first Wednesday of each month.
- I. The Contractor further agrees to provide the District with the following:
- a. Verification (hard copy) of licensure and/or certification in rendering occupational therapy services to a school
 - a. Verification (hard copy) of liability insurance policy
 - b. Verification (hard copy) of background check
- I. The Contractor 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 Contractual Agreement as though set forth therein.
- II. The District agrees to pay the Contractor the amounts computed as follows:
- a. Hourly Occupational Therapy Services Rate of \$72 per hour
- I. The District shall pay the Contractor upon submission of an invoice on the following schedule:
- a. All payments for services rendered by the Contractor are expected within two weeks of service, with remittance not to exceed 30 days.
- I. Other specific contractual arrangements include:
- a. The District is willing to coordinate access to the electronic special education database, which houses all due process forms and required paperwork and documentation known as PCG's EdPlan for management of the documentation related to the occupational therapy services the Contractor provides to the District, a database wherein assessment information and therapy goals shall be input by the Contractor.
- I. The Agreement may be terminated by the mutual written consent of all parties. Upon termination, the Contractor shall stop services. The Contractor shall be reimbursed for costs incurred to date of termination upon submission of an invoice within 60 days of the date of termination.

In Witness Whereof, the parties hereto have caused this instrument to be executed in their names by the proper officials pursuant to approval of their respective boards.

Gooding Schools' mission, in partnership with the community, is to provide educational opportunities for students to develop their full potential as lifelong learners and contributing citizens.



Gooding Jt. School District #231

David Carson, Superintendent

507 Idaho Street
Gooding, ID 83330
208-934-4321

Board of Trustees

Chairman: Lenny Gillette | Vice Chair: Clint Rogers
Michael Perry | Deborah Balch | Lonnie Edwards

For the District:

Angela Miller

Signature

Director of Special Education

Title or Position

Date: *4/8/2025*

For the Contractor:

Chugana Keeman, OTR/L

Signature

Occupational Therapist

Title or Position

Date: *4/7/2025*

Gooding Schools' mission, in partnership with the community, is to provide educational opportunities for students to develop their full potential as lifelong learners and contributing citizens.

