

SERVICE PROVIDER AGREEMENT

AGREEMENT made this ____ day of _____, 2008, by and between **MINIDOKA COUNTY JOINT SCHOOL DISTRICT #331, MINIDOKA, CASSIA, JEROME and LINCOLN COUNTIES**, of 633 Fremont Avenue, Rupert, Minidoka County, Idaho, hereinafter referred to as "DISTRICT", AND _____ of _____, City of _____, _____ County, Idaho, hereinafter referred to as "PROVIDER".

W I T N E S S E T H:

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

SECTION I
SERVICES TO BE PROVIDED

Provider shall provide programming services to develop electronic billing logs and reports for Medicaid school-based services. Services will be prior approved and requested as needed by the District. The services rendered pursuant to this Agreement will be provided by experienced individuals who meet criteria to perform the services in accordance with applicable professional standards. Provider agrees that all work pursuant to this Agreement will be performed in accordance with the highest professional standards. Upon reasonable notice, the District shall have the right to review output, specify outcomes, and collaborate on services being provided. With provision of accurate estimates, services may be allocated in phases, contingent upon successful completion of previously allocated services.

SECTION II
COMPENSATION

In consideration of the services to be performed by the Provider as outlined in this Agreement, the District shall compensate the Provider at the rate of \$50.00 per hour. When allocated services occur at various buildings in the District, mileage will be paid at the prevailing district mileage reimbursement rate.

SECTION III
PRAUTHORIZATION OF SERVICES

All services and mileage rendered by Provider under the terms of this Agreement shall be preauthorized by the District in accordance with local, state and federal policies and procedures, and professional codes of conduct.

SECTION IV
INSURANCE AND LIABILITY

Provider shall be solely liable for any losses or damages resulting from Provider's performance of any of the services covered by this Agreement. Provider shall indemnify and hold harmless the District from any liability including, but not limited to, costs, expenses and attorneys fees resulting from Provider's performance of the services under this Agreement. Proof of insurance shall be submitted to the District within ten (10) days of the date of this Agreement. The District shall have the right to terminate the contract if such proof is not timely submitted.

SECTION V
ASSIGNMENT

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

SECTION VI
AMENDMENT

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

SECTION VII
TERMINATION

This Agreement may be terminated by either party at any time for any reason after providing five (5) days written notice of the intent to terminate to the other party.

SECTION VIII
DEFAULT

Upon default by either party, the non-defaulting party may cancel this Agreement immediately, and upon cancellation by written notice, the non-defaulting party 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.

SECTION IX
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.

SECTION X
NON-WAIVER OF BREACH

The failure of Provider or the District to insist upon strict performance of any of the terms of this agreement, or to exercise any option herein conferred in any or all instances, shall not constitute a waiver or relinquishment of any such term, but the same shall be and remain in full force and effect, unless such waiver is evidenced by the prior written consent of Provider or the District.

SECTION XI
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.

SECTION XII
GOVERNANCE

This Agreement shall be governed by the laws of the State of Idaho. Provider 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 Agreement.

SECTION XIII
ATTORNEYS FEES

If either party defaults in any manner or fails to fulfill any and/or all provisions of this Agreement, and if the non-defaulting party hires, retains or requires additional services of a previously retained attorney to exercise its rights in any litigations (including any proceedings in bankruptcy), the prevailing party shall be entitled to recover reasonable attorneys fees and costs from the other party. This paragraph shall be enforceable by the parties notwithstanding any rescission, forfeiture, or other termination of this Agreement.

SECTION XIV
COMPLETE STATEMENT OF TERMS

This Agreement constitutes the entire agreement between the parties hereto, and shall supersede all previous oral or written proposals, negotiations, commitments, and all other communications between the parties. This Agreement may not be released, discharged or modified except by an instrument in writing signed by the duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement at Rupert, Idaho, on the day and year first above written.

MINIDOKA COUNTY JOINT SCHOOL
DISTRICT #331

By _____
Chairman, Board of Trustee

Attest:

Betty Miller, Clerk

NAME
Service Provider