

SERVICE PROVIDER AGREEMENT
OCCUPATIONAL THERAPY SERVICES

THIS AGREEMENT, entered into on this 1st day of May, 2016, between VALLEY THERAPY SERVICES, INC., Jerome, Idaho, (hereinafter referred to as "Provider") and DIETRICH SCHOOL DISTRICT NUMBER 314, Dietrich, Idaho (hereinafter referred to as "District") for the calendar school year 2016-2017;

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, 2016 and remain in effect until the last day of school, 2017.

ARTICLE 2. RELATIONSHIP OF PARTIES

In performing services under Agreement, 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

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. 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

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. 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 Provider 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 Provider and clients, parents/guardians, and other providers and agencies.**

ARTICLE 6. 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 provided under this Agreement. Proof of insurance shall be submitted to the District within ten (10) days of the date of this Agreement.

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

Valley Therapy Services will provide the following services in OCCUPATIONAL THERAPY for the Dietrich School District:

1. Diagnostic services for children referred for occupational therapy services by school personnel.
2. Therapeutic services for children diagnosed as having delayed or disordered physical abilities with regards to occupational 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 Child Study Team/IEP Meetings during therapist's regular hours.
6. The services will be provided on an as needed basis, a specific schedule to be developed jointly by the District and Clinical personnel.

ARTICLE 10. ALLOWABLE COSTS FOR SERVICE

The Dietrich School District, through its Board of Trustees, shall arrange appropriate payment to Valley Therapy Services as follows:


The fee for the above noted service shall be:

1. \$57.00 per contract hour for a Licensed/Certified Occupational Therapist (OTR/L)
2. \$0.55 cents/mile round trip (70 miles per trip total)
3. Contract hours will include evaluation, therapy, paperwork, meeting, training and consultative time.
4. Payment for the previous month's services will be made promptly following the next scheduled District Board Meeting. A service fee of 1.5% will be added to any invoice not paid within 30 days of the invoice date.

Diagnostic and therapy materials, stickers, or other miscellaneous therapy supplies will be provided by the school district.

DATE 5/5/2016

DATE _____



Neal Hollingshead, Superintendent
DIETRICH SCHOOL DISTRICT

Robert Robinson, M.S., CCC-SLP
VALLEY THERAPY SERVICES, INC.

Ben Hardcastle