



DIETRICH SCHOOL DISTRICT NO. 314
406 North Park
Dietrich, Idaho 83324
Phone: (208) 544-2158 Fax: (208) 544-2832

SERVICE PROVIDER AGREEMENT
SPEECH THERAPIST

AGREEMENT, made this 15th day of June, by and between Dietrich School District No. 314, of 406 North Park Street, Dietrich, Lincoln County, Idaho, and Heather Torgerson of 804 E 370 S, Dietrich, Lincoln County, Idaho.

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

SECTION I
TERMS OF AGREEMENT

The period of the agreement will commence on the 8th day of September 2015 and remain until the 26th day of May, 2016.

SECTION II
RELATIONSHIP OF PARTIES

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

SECTION III
CONFIDENTIALITY

Provider agrees that all information regarding services provided pursuant to this agreement, including but not limited to, students' identity and 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.

SECTION IV
INSURANCE AND LIABILITY

Provider shall be solely liable for any loss or damages resulting from Provider's performance of any of the services covered by this agreement. Provider shall indemnify and hold harmless Dietrich School District from any liability including, but not limited to, costs, expenses, and attorney's fees resulting from Provider's performance of the services provided under this agreement. A current copy of the Certificate of Professional Liability Insurance listing Dietrich School District as a certificate holder shall be provided at the date of this agreement. Current Provider licensure and background check shall be provided at the signing of this agreement.

Provider has represented that she is a sole proprietor and that pursuant to this Agreement she will be personally providing all services to the District. Accordingly, Provider is not required to provide a certificate of Worker's Compensation Insurance. However, in the event that Provider hires an employee who will provide any services under this Agreement, Provider shall immediately: (1) notify the District of the hire; (2) obtain applicable and appropriate Worker's Compensation Insurance; (3) provide a copy of the Certificate of Worker's Compensation Insurance to the District, as conditions precedent to the employee performing any work related to this Agreement.

SECTION V
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 VI
REPORTING OF ABUSE, ABANDONMENT OR NEGLECT

Provider acknowledges their obligation to comply with Idaho Code 16-1601, et seq. and report within twenty-four hours, any suspected abuse, abandonment or neglect of a child to the law enforcement agency or Idaho Department of Health and Welfare. Provider agrees to inform the building administrator upon reporting.

SECTION VII
AMENDMENT OR TERMINATION

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

SECTION VIII
COORDINATION OF SERVICES

To facilitate delivery of services, the District will provided 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.

SECTION IX
SCOPE OF SERVICE

Provider will provide the following services in Speech and Language therapy for Dietrich School District:

1. Diagnostic services for children referred for Speech and Language therapy by school personnel.
2. Therapeutic services for children diagnosed as having delayed or disordered skills within the realm of Speech, Language therapy.
3. Consultative services for 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 IEP and evaluation meetings held 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 the District personnel.
7. Timely completion of required paperwork, including but not limited to, service detailed Medicaid reports, eligibility reports, goals, objectives, progress reports quarterly, and therapy data.
8. Other services as agreed upon between parties.

SECTION X
ALLOWABLE COSTS FOR SERVICE

Dietrich School District, through the Board of Trustees, shall arrange appropriate payment to Heather Torgerson as follows:

The fee for the above noted service shall be:

1. \$55.00 per contract hour for a Master's Level, Certified Speech, Language Pathologist (SLP).
2. Mileage will not be paid from home to work.
3. Contract hours will include evaluations, therapy, and administrative time including therapy preparation and planning, documentation, IEP development, meetings, trainings, consultation time, and time escorting students to and from the classroom.

SECTION XI
BILLING


Provider will submit a monthly statement of services rendered each month. The itemized monthly statement will include, the student name, description of services provided, total number of hours spent in direct services and administrative time, and cost of services provided.



Heather Torgerson, Provider

8-24-15

Date



Ben Hardcastle, Superintendent

8-25-15

Date