



District To Agency Contract | 2020 - 2021

Melba School Joint School District No. 136
Contract for Special Services for Student(s)
AGENCY: Colleen Darrow M.S. OTR/L

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 § 33-2004 sets forth provisions whereby school districts may provide FAPE to special education students through a contract with an Private Entity approved by the State Department of Education,

THEREFORE, THIS AGREEMENT, made this **8th** day of **July, 2020** by and between Melba Joint School District No. 136, hereinafter referred to as the DISTRICT and **Colleen Darrow** a contractor of Occupational Therapist services, whose address is .

WHEREAS, the DISTRICT must provide appropriate Occupational Therapist to the students, the DISTRICT and,

WHEREAS, the AGENCY agrees to provide special education services in accordance with the following State and Federal laws and regulations: Idaho Code; Idaho State Board of Education Regulations pertaining to special education; the Individuals with Disabilities Education Act; Part 34 of the Code of Federal Regulations, Sections 300.300-300.349 and 300.400-300.576; Section 504 of the Rehabilitation Act, Part 104 of the Code of Federal Regulations, and the Family Educational Rights and Privacy Act. These regulations include, but are not limited to, provisions relating to:

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| a. FAPE | f. Procedural safeguards |
| b. Least Restrictive Environment (LRE) | g. Protection in evaluation procedures |
| c. Personnel that meet appropriate standards | h. Confidentiality of information |
| d. Individualized education program (IEP) | i. Nondiscrimination on the basis of handicap |
| e. Parent participation | |

WHEREAS, the AGENCY is fully knowledgeable and has such licenses and certifications as is necessary to act as a Occupational Therapist (OT); and

WHEREAS, the AGENCY desires to contract for the DISTRICT in providing Occupational Therapy (OT) services to their students,

NOW THEREFORE, it is agreed as follows:

- I. Term and Duration: This Agreement shall commence on the **12th day of August, 2020, and shall go through the 27th day of May, 2021**. Either party may cancel this CONTRACT with or without cause on a thirty (30) days written notice to the other party. Said notice shall be delivered to each party at the address listed at the heading of this CONTRACT or at such other address as may be designated by the party receiving the notice from time to time. In the absence of the notice to cancel this contract, it shall remain in full force.



- II. Scope of Work: The work that could be performed by the AGENCY includes all services generally performed by the AGENCY on his and her usual line of work, including but not limited to the following:
- a. Provide occupational therapy services including evaluations, assessments, IEP development and planning, consultation, training of para-professional(s) and teacher(s), direct treatment, data collection, travel and record keeping for those students referred for screening by staff or parents through the IEP and RTI teams.
 - b. Communication with staff, parents, and other professionals as appropriate regarding the status of students served. Written reports will be completed within one week following the evaluation.
 - c. An accurate record of all student contact time will be recorded on Medicaid forms and observation forms, as appropriate. Completed reports will be submitted to the District on the 10th Day of each month.
 - d. Insure that services are safe and within the bounds of current research and accepted practice.
 - e. Participate and be involved in the design of the Individual Education Program (IEP) of each student recommended for occupational therapy services.
 - f. Participate as a child study team member.
 - g. Participate in Response to Intervention (RTI) as team member as requested.
 - h. Attend classroom conferences and review records to enhance effectiveness of students' instructional program.
 - i. Attend parent conferences, as requested.
 - j. Provide carryover materials and activities to parents and school personnel.
 - k. Comply with all Federal, State and local regulations concerning IDEA and maintenance of confidentiality.
 - l. Provide early childhood screenings and work cooperatively with the Infant Toddler Program as those students transition to the District.
- III. AGENCY'S Responsibilities
- a. Provide the DISTRICT, on a monthly basis, a billing statement outlining the services rendered and the amount due the AGENCY.
 - b. Maintain a log which documents the date, the duration, the student and the type of service rendered. A copy of said log shall be turned in with the billing statement.
 - c. Any therapist providing service will maintain current licensure and certification with the State of Idaho.
 - d. AGENCY to maintain current malpractice insurance policy.
 - e. Comply with all applicable provisions of Federal and State law relating to the practice of occupational therapy .
 - f. Comply with the DISTRICT'S policy and procedures regarding the delivery of services to students and disabilities.
- IV. Independent Contractor: This Agreement does not constitute a hiring of the AGENCY by the DISTRICT. It is the parties' intention that so far as shall be in conformity with the law the AGENCY shall be an independent contractor and not the DISTRICT'S employee. In conformity therewith the AGENCY shall retain sole and absolute discretion and judgment in the manner and means of providing consulting services to the DISTRICT. The AGENCY is under the control of the DISTRICT as to the result of the AGENCY'S work only and not as to the means by which such results are accomplished. This Agreement shall not be construed as a partnership and the DISTRICT shall not be liable for any obligation incurred by the AGENCY. All services rendered by the AGENCY shall be



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- rendered in a competent, efficient and satisfactory manner and in strict accordance with the currently approved practices in the AGENCY'S professional specialty.
- V. AGENCY'S Staff: The DISTRICT acknowledges that the AGENCY has expended and will expend significant effort, time and resources to recruit, hire or engage, and train its therapist. In consideration of the foregoing, the DISTRICT agrees that it will not solicit employment or engagement as an independent contractor any person employed by the AGENCY as a therapist and/or assistant at any time during the term of the Agreement.
- VI. Taxes and other Governmental Expenses: The AGENCY shall be responsible for and shall timely pay all Federal, State, and local taxes and fees including, but not limited to, social security payments, Federal and State withholding taxes and unemployment taxes.
- VII. Billing: The DISTRICT shall pay the AGENCY, upon the conditions hereinafter set forth, for all services rendered by the AGENCY, except as herein above provided, within sixty (60) days following the date on which the AGENCY'S invoices have been received by the DISTRICT together with the applicable documentation. The DISTRICT will not pay late fees assessed by the AGENCY.
- a. The AGENCY shall be paid as follows:
- i. **Sixty Dollars (\$60.00) per hour** for occupational therapy including evaluation, follow-up sessions, IEP conferences, individual or small group sessions, class conferences, parent conferences and all items listed above Scope of Work.
 - ii. The hours worked by the OT will coincide with the DISTRICT'S school calendar. The OT will work up to **ten (10) hours per month** of direct, on-site therapy. **Total time cannot exceed ten (10) hours per month.**
 - iii. The OT may be allowed to work additional hours, beyond the maximum hours only, with prior written approval by the District. **Additional hours will not be paid unless written approval by the District has been given prior to the additional hours being work.**
- VIII. Controlling Law and Attorney Fees: This Agreement shall be governed by the laws of the State of Idaho. 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 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 enforced by the parties notwithstanding any rescission, forfeiture or other termination of this Agreement.
- IX. Notice: Any notice required to be provided to any party to this Agreement shall be in writing and shall be considered effective as the date of deposit with the United States Postal Service by certified or registered mail, postage prepaid. Each party hereto agree to notify its employees, agents or subsidiaries of any notice given under this Agreement which materially affects the duties of one of the parties to this Agreement. Any changes in the address (noted below) for notice shall be provided to the other party to the Agreement within five (5) days of such change.
- a. AGENCY: Colleen Darrow



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- b. DISTRICT: Melba School District No. 136
PO Box 185
Melba, ID 83641
- X. Civil rights: The AGENCY agrees to comply with the Title VI of Civil Right Act of 1964 and all requirements imposed by or pursuant to the regulation of the Department of Health, Education and Welfare (45 C.F. R. Part 80) issued pursuant to the Title, to the end that, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied of benefits of or be otherwise subjected to discrimination under any program or activity for which Federal funds are used in support of the AGENCY’S activities. The AGENCY agrees to comply with the objectives of the American with Disabilities Act. The AGENCY agrees that recruiting, hiring and other employment procedures are free of discrimination based on disability. The AGENCY is an equal opportunity employer.
- XI. Miscellaneous
 - a. This Agreement may not be assigned by either party to this Agreement without the express written consent of the other party or parties,
 - b. Each party to the Agreement acknowledges that no representations, inducements, promises or Agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other Agreement, statement or promise not contained in the Agreement shall be valid or binding.
 - c. Any modification of this Agreement will be effective only if it is in writing and signed by all parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names by their proper officials pursuant to approval of their respective boards.

For the DISTRICT:

For the AGENCY:

Signature

Signature

Dr. Sherry Ann Adams

Printed Name

Colleen Darrow

Printed Name

Superintendent

Title or Position

Title or Position

Date

Date