

## **AGREEMENT FOR THERAPY SERVICES**

This Agreement for therapy services is entered into on (date) July 26, 2024 by and between Ampersand Therapy, LLC ("AT") having its principal place of business at 14205 SE 36th Street, Suite 100, PMB #384 Bellevue, WA 98006 and Caldwell School District ("District") having its principal place of business at 1502 Fillmore St, Caldwell, ID 83605.

This term for this Agreement is effective from date signed until the last day of the 2024-2025 school year, unless otherwise specified in a written and signed Addendum, or unless the Agreement is terminated by either party. No change, alteration, modification, or addition to this Agreement will be effective unless in writing and properly signed by both parties.

### **I. REQUEST FOR SPECIAL EDUCATION SPECIALISTS**

AT will use its best efforts to supply District with Occupational Therapists, Physical Therapists, Speech-Language Pathologists, and School Psychologists (hereafter collectively referred to as "Specialist/s") as requested by the District. AT will confirm placement of a Specialist with "Contractor Assignment Confirmations" in the form of written and signed Addendums to this Agreement. Nothing contained herein will guarantee that AT will be able to fill a particular request of the District. Further, nothing contained herein will guarantee that a Specialist, once assigned to the District, will be able to complete the assignment. If a Specialist is unable to complete an assignment for any reason, AT will make its best effort to find a replacement Specialist for District as soon as possible. In the event District is dissatisfied with the services of a particular Specialist, District's remedy is to notify AT of its dissatisfaction. If AT is unable to resolve District's dissatisfaction within a reasonable amount of time, AT will provide District with another Specialist if available. Neither District nor AT shall assign, sublet, or transfer any services provided in this Agreement without the written consent of the other.

### **II. SPECIALIST LICENSURE & SCREENING**

All Specialists provided to District are appropriately certified and licensed according to federal and state laws in which they will be performing services. AT will maintain an employee file with verification of credentials, identity, and licensure, and will provide documentation to District upon request. Prior to provided services to children, AT will also conduct a statewide criminal background check, and will prohibit employment of any Specialist who has pled guilty or been convicted of any felony crime involving the physical and neglect of a child under RCW 9A.42, the physical injury or death of a child under Chapter 9A.32 or 9A.36, sexual exploitation of a child under Chapter 9.68A RCW, sexual offenses under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, or violation of similar laws of another jurisdiction. AT agrees, at its own expense, to comply promptly with all requirements of any existing federal, state, and local laws in connection with the performance of the services stipulated in this Agreement. AT certifies that neither it nor its principals are currently debarred, declared ineligible, or voluntarily excluded from participations in transactions by any federal department or agency.

### **III. EMPLOYEES OF AT**

It is specifically understood that all Specialists provided to District are employees of AT, and AT is solely responsible for wages, benefits (if any), and all tax withholding of the Specialists. Neither AT nor District shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

### **IV. SERVICES PROVIDED**

AT shall provide all necessary professional services, with due diligence, to perform the following specific duties:

- Perform Occupational Therapy (OT), Physical Therapy (PT), Speech-Language Pathology (SLP) and School Psychologist Services in accordance with the Individual Education Program (IEP) for each individual student
- Perform evaluations as mandated by signed referrals
- Present and interpret evaluation reports, progress notes, and treatment documentation to Special Education team members
- Set up treatment plans and execute therapeutic treatments to reach IEP goals
- Consult with Special Education team and staff on selection and/or modifications of therapeutic equipment, appliances, and physical arrangements of the environment to meet student needs
- Supervise the Certified Occupational Therapy Assistant (COTA), Physical Therapy Assistant (PTA) or Speech-Language Pathology Assistant (SLPA) to meet requirements (if COTA, PTA or SLPA is needed)
- Assist and train school staff in use of OT, PT, SLP or Psychologist recommended modifications and Assistive Technology
- Conduct OT, PT, SLP, or Psychology screening as required
- Collaborate on 504 plans
- Provide recommendations to school staff on OT, PT, SLP, or Psychology related areas as requested
- Comply with specific protocols regarding treatments, documentation and meetings as directed by District
- Comply with the confidentiality requirements applicable to student education record information, including but not limited to the requirements specified in the federal Family Educational Rights and Privacy Act (FERPA)

### **V. DISTRICT PROCEDURES**

District will instruct Specialists on all facility procedures as needed to complete their tasks, including but not limited to: building orientation, all documentation, reporting of time, any specific protocols as required by District, and access to therapy evaluation tools. Specialists will comply with all instructions given by District. If District has a mandated documentation method requiring access to an Intranet system, the District will identify an assigned computer to the Specialist. District will maintain access to a safe environment, free from known hazards and with access to restroom facilities and parking within a reasonable distance.

### **VI. RATES**

The Rate Schedule is issued pursuant to an Agreement for Therapy Services between AT and District effective on the signed date. The hourly rate is applicable for every hour, or fraction thereof, that services have been requested for which Specialist comes to a facility, able and available for work, whether or not a student is actually present. The District Student Calendar will be followed, and all non-student days are non-work and non-paid days unless otherwise agreed upon. School closures due to inclement weather or other closures will be followed. Specialist must receive written approval from a supervisor if work tasks require additional hours to what is being requested by District.

## **VII. INVOICING AND PAYMENT**

District shall pay AT for services as outlined on individual Addendums for each contract employee. AT will submit progress billings to a designated contact from the District for hours worked, based on approved time cards completed by Specialists. AT will include on invoices any Purchase Order or Vendor Identification Number as stipulated by the District. Payment is due 30 days from the date of invoice (NET 30). District acknowledges that the District's responsibility to pay AT for Specialists provided under this Agreement is separate and distinct from its ability to collect payment for such Specialist's services from patients, Medicare, Medicaid, and/or any other insurance program or responsible party.

## **VIII. INSURANCE**

AT shall maintain insurance coverage for the term of this Agreement. Limits shall not be less than the following:

- Professional Liability Insurance: \$1,000,000 per occurrence, \$3,000,000 annual aggregate
- Commercial General Liability Insurance: \$1,000,000 per occurrence, \$3,000,000 annual aggregate

AT will also maintain Worker's Compensation and Unemployment Insurance in accordance with all state and federal requirements. AT will provide evidence of such insurances to District upon request. District may be named a Certificate Holder upon request. Insurance policy cannot be modified or cancelled without Thirty (30) days written notice.

## **IX. DISTRICT PLACEMENTS AND TERMINATION**

Employees of AT may transition into District Employee roles if agreed upon by both District and Employee, with no fees, penalties, or time restrictions imposed by either parties.

This Agreement may be terminated by either party, at any time, with or without cause, upon written notification of not less than fourteen (14) days thereof to the other party or earlier, if by mutual consent.

## **X. INDEMNIFICATION AND HOLD HARMLESS**

Any and all claims which hereafter arise on the part of any and all persons as direct or indirect result of AT's or its employee's negligence, gross negligence, or other tortuous act, shall be AT's sole obligation and AT shall indemnify and hold harmless the District, and its officers, agents, and employees from all suits, claims, or liabilities of any nature, including cost and expenses for or on account of the injuries or damages sustained by any person or property resulting in whole or in part from negligent activities or omissions of AT or its employees pursuant to this Agreement. The indemnification and hold harmless clause shall survive the expiration or termination of this Agreement.

This Agreement is signed below by the duly authorized representatives of the parties.

Ampersand Therapy, LLC



By:

Printed Name: Emily Williams

Title: HR Manager

Date: 07/25/2024

Caldwell School District

By:

Printed Name:

Title:

Date: