

## White Pine Charter Schools



K-5 Elementary, 6-12 STEM Academy

## Contractual Agreement with Peaks to Plains Therapy Services

This AGREEMENT entered into on August 27<sup>th</sup>, 2024, between White Pine Charter School, hereby known as the Direct, having a principal place of business 2959 John Adams Parkway, Ammon, ID 83401, and Peaks to Plains Therapy Services, hereby known as the Contractor, is for the school year 2024-2025.

The following service(s) requested: Occupational Therapy

Dates of Service: Beginning August 27, 2024, through June 6, 2025

Hours of Service Determined by Federal Programs Director in coordination with IEP services

Reimbursement Rate: \$20.00 per unit of time (\$80.00 per hour)

The District shall provide all equipment and materials that the IEP team may list on a student's IEP.

The parties agree that the Contractor is solely responsible for all costs and expenses incurred in connection with the performance of those services described in this agreement unless noted above:

- The Contractor agrees to provide Occupational Therapy and Physical Therapy services in accordance with the rules and regulations established by the Idaho State Board of Education as provided in Section 33-3003, Idaho Code, as amended for exceptional students living in the district.
- 2. The Contractor agrees to provide skilled therapy services related to the student's identified areas of need through skilled assessment and as determined by the IEP team.
  - Appropriate staff and oversight to implement IEPs for each student as determined by the school's IEP team.
  - Services to the students according to the District's calendar, excluding when the student is absent or if the school is closed for emergencies.
- 3. The Contractor agrees to provide the District with the following:
  - a. District services as authorized in the student's IEP/504.
  - Other services such as evaluations, documentation, consultations, trainings, and meetings requested by the District.
  - Assurance that all work will be performed in accordance with the highest professional standards.
  - d. A copy of the service provider(s)' qualifications showing professional credentials for the District's files.
  - e. Verification of all employees who come into contact with the student have been subject to a criminal background check as required by Idaho Code 33-130 and have been determined to not have a criminal history inconsistent with working with children
  - f. Daily completion of the District's written documentation for services.

- g. Submission of billing to be submitted to the Fiscal Operations Director or Federal Programs Director for services provided by the 25<sup>th</sup> of each month. Dates and hours of services will be included.
- 4. The Contract and the District agree to comply with all the pertinent statutes of the State of Idaho and such rules and regulations as the Idaho State Board of Education may legally prescribe, which are by reference incorporated in and made a part of this contract as set forth herein.
- The District assures that health-related services such as therapy services will begin after having conducted an IEP team meeting to develop the IEP. The Contractor, at the District's request, will attend IEP meetings or submit IEP information to the team.
- The District will pay the Contractor based on the submission of the invoice and completion of documentation.
- 7. The District will provide documentation and training of EMR or IEP systems to the Contractor at the Contractor reimbursement rate.
- 8. The District may terminate this Agreement immediately if the District determines that the Contractor has willfully violated any statutory requirements or government regulations or the services related to this Agreement are modified or terminated for a student. Either party may terminate this Agreement without cause upon providing 30 days written notice to the other party.
- 9. Proof of liability insurance, worker's compensation, and licensure will be provided to the District.
- Peaks to Plains Therapy Services agrees that as an independent contractor, they or their staff are not eligible for district benefits of any kind.



Owner, Peaks to Rains Therapy Services