

PROPOSAL FOR SERVICES

SERVICE PROVIDER AGREEMENT

This agreement is entered into between Coeur d'Alene Charter Academy (hereinafter "Coeur d'Alene Charter Academy") and Sprout Pediatric Therapy (hereinafter "Provider").

Whereas, Coeur d'Alene Charter Academy provides special education and related services to assist students attending school at Coeur d'Alene Charter Academy in their educational development, as identified on the student's Individualized Education Program (IEP) or 504 plan; and

Whereas, the Provider is licensed, qualified and able to provide occupational therapy related services to Coeur d'Alene Charter Academy's students;

1. TERMS OF AGREEMENT

This agreement will commence on August 31, 2020 and will remain in effect until June 30, 2021. At the discretion of both parties, this agreement may be renewed annually.

2. RELATIONSHIP OF THE PARTIES

In performing services under this Agreement, Provider shall at all times, be an independent contractor.

There is no employee/employer relationship between the parties and nothing herein shall be construed as establishing an employee/employer relationship.

3. SERVICES TO BE RENDERED

Provider shall be responsible for maintaining complete and accurate records documenting the services provided pursuant to this Agreement.

The Provider shall submit copies of these records to Coeur d'Alene Charter Academy within ten (10) working days of the date requested.

Upon reasonable notice to the Provider, Coeur d'Alene Charter Academy shall have the right to review such records at any time during business hours, at the Provider's location of business.

Provider agrees that all information regarding services provided pursuant to this Agreement, including but not limited to the students' identity and the nature of the services rendered, shall be confidential.

Except as otherwise detailed in this Agreement, Provider is prohibited from disclosing any information obtained as the result of rendering services pursuant to this agreement to any individual not authorized by Coeur d'Alene Charter Academy without parental consent.

A. AUTHORIZATION FOR EXCHANGE OF INFORMATION

Coeur d'Alene Charter Academy, the Provider and the parents of students for whom services are provided pursuant to this Agreement shall enter into appropriate documentation allowing for the exchange of information between Coeur d'Alene Charter Academy and the Provider for the purpose of advancing services provided for educational purposes.

6. REPORTING OF ABUSE, ABANDONMENT OR NEGLECT

Provider acknowledges its obligation to comply with Section 16-1060 ct. Seq., Idaho Code and upon reason to believe that a child has been abused, abandoned, or neglected or upon observation of the child being subjected to conditions or circumstances which would reasonably result in abuse, abandonment, or neglect, report within twenty-four (24) hours such conditions and circumstances to the proper law enforcement agency or the department of Health and Welfare.

Subsequent to any such reporting, Provider agrees to notify Coeur d'Alene Charter Academy of the occurrence of the reporting, within twenty-four (24) hours of such event.

7. SERVICE DELIVERY: TIME AND PLACE

Provider shall perform services set forth in Exhibit A at agreed upon location and at an agreed date/time as per the IEP provisions, during the Coeur d'Alene Charter Academy school year and addressing the student goals as agreed upon by the IEP team, unless the parties have mutually agreed to, a modification of the time and place of delivery of services. Coeur d'Alene Charter Academy will provide a quiet location to conduct evaluations and treatment sessions.

Should a student fail to arrive for the provision of services for three (3) consecutive sessions and/or demonstrated or displayed a pattern of missed sessions, Provider shall immediately notify Coeur d'Alene Charter Academy of the deficiency and shall work with Coeur d'Alene Charter Academy to correct the deficiency and assure that the student obtains all services to which the student is entitled.

Provider will make-up missed services due to clinician illness or absence within one month of a missed visit. Provider will not make-up any missed visits due to student absences or activities.

8. COORDINATION OF SERVICES

To facilitate delivery of services, Coeur d'Alene Charter Academy 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 student and the parent/guardian;
4. Reasonable assistance in facilitating communication between the Provider and student/parent/guardian, and other Providers and agencies.

9. PREAUTHORIZATION OF SERVICES:

All services rendered by the Provider under the terms of this Agreement shall be pre authorized by Coeur d'Alene Charter Academy, provided for by the student's IEP, and in accordance with federal and state laws and regulations, local policies and procedures, and professional codes of conduct.

10. COMPENSATION AND BILLING

Coeur d'Alene Charter Academy shall compensate Provider for the direct and indirect services identified in Exhibit A at the rate of \$100/hour for the term of the Agreement.

Provider will submit a monthly statement of services rendered and will allow four (4) weeks for payment from the date the invoice is submitted to Coeur d'Alene Charter Academy. If requested by Coeur d'Alene Charter Academy, each itemized monthly statement must include the following information for each student receiving services:

1. Student's name
2. Description of services provided for each student
3. Total numbers of minutes/hours spent providing services for each student
4. Costs of services provided for each student

11. PROFESSIONAL SERVICE

The services rendered pursuant to this Agreement will be provided by individuals who are licensed to perform the services or supervised by a licensed provider in accordance with applicable professional standards.

Provider agrees that all work pursuant to this Agreement will be performed in accordance with the highest professional standards and consistent with the requirements of the student's IEP.

Upon reasonable notice, Coeur d'Alene Charter Academy shall have the right to observe services being provided to the students.

12. INSURANCE AND LIABILITY

Provider shall carry professional liability insurance \$1,00,000 per incident/\$3,000,000 annual aggregate.

Coeur d'Alene Charter Academy shall indemnify and hold harmless Sprout Pediatric Therapy, its agents, insurers and representatives, from any liability, including but not limited to, costs, expenses, and attorney fees resulting from the Provider's performance of services under this Agreement.

13. AMENDMENT

This Agreement may be amended at any time with the prior written mutual consent of both parties. Any and all amendments to this Agreement must be in writing and signed by both parties to this Agreement.

14. TERMINATION

This Agreement may be terminated, without cause by either party to the Agreement, thirty (30) days after providing written notice to the other party of the intent to terminate.

15. TIME OF PERFORMANCE

Time is of the essence in this Agreement; therefore, at all times for performance of the obligations, as stated herein, shall be strictly complied with by the parties.

16. NON-DISCRIMINATION

The parties hereby agree that no person shall, on the ground of race, color, creed, national origin, sex, age, disability or any other protected classification, be excluded from or denied participation in, or otherwise subjected to discrimination under and activity performed pursuant to this Agreement.

17. GOVERNANCE

This Agreement shall be governed by the laws of the state of Idaho. Provider shall, at times, comply with and observe all federal, state, and local laws, regulation, and ordinances which are in effect and applicable during the period of this Agreement.

The Provider shall cooperate fully in an investigation or audit associated with regard to the services provided pursuant to this Agreement including but not limited to any State Department of Education Special Education Audit or Medicaid Audit.

18. ATTORNEY FEES

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 proceeding 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 rescissions, forfeiture or other termination of this Agreement.

19. COMPLETE STATEMENT OF TERMS

This Agreement constitutes the entire agreement between the parties hereto, and shall supersede all previous and written proposals, negotiations, commitments, and all other communications between the parties. This Agreement may not be released, discharged, or modified except by an instrument in writing, signed by the duly authorized representative of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 10 day of 8, 2020.



Glenn Mabile
Coeur d'Alene Charter Academy



Lindsey Casper, Occupational Therapist
Sprout Pediatric Therapy

EXHIBIT A

This contract constitutes an agreement made between Coeur d'Alene Charter Academy and the Provider shown below, for the purpose of provided one or more of the following services:

- Occupational Therapy Evaluation
- Occupational Therapy Treatment
- Occupational Therapy Screening/Consultation

PROVIDER:

Lindsey Casper, MS, OTR/L (Idaho License OT-1131)

Sprout Pediatric Therapy

1130 W. Hayden Ave, Suite 103, Hayden ID 83835

Phone: 208-572-2257

Fax: 855-930-3661

Email: lindsey@sproutcda.com

TERMS:

Flat rate fee of \$100/hour per direct/indirect service time.

Provider will maintain good standing with Idaho Medicaid throughout the duration of the contract.