

BONNEVILLE SCHOOL DISTRICT #93

Service Provider Agreement for Special Education and/or Related Services with

Angela Andrus, AA Kinetic Physical Therapy

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.

Whereas, Idaho Code #33-2004 sets forth provisions whereby school districts may provide FAPE to special education students through a contract with contractor approved by the Idaho State Department of Education (SDE),

THIS AGREEMENT IS ENTERED into on **June30, 2021** between Bonneville School District #93, hereby known as the District, having a principal place of business at 3497 N. Ammon Road, Idaho Falls, Idaho, and **AA Kinetic Physical Therapy**, hereby known as the Contractor. Through this agreement, the Contractor agrees to provide the following program and/or service.

The following service(s) requested: **Physical Therapy**

Dates of service: **beginning August 1, 2021 through June 30, 2022**

Hours of service: **at a maximum of 35 hours per week rendered by the contractor at \$52.50 per hour.**

Contractor requirements attached hereto are made a part of this contract.

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.

1. The Contractor agrees to provide special education and/or related 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 300.400-300.56; 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:
 - a. FAPE
 - b. Least Restrictive Environment (LRE)
 - c. Personnel who meet appropriate standards
 - d. Individualized Education Programs (IEPs)
 - e. Parent participation
 - f. Procedural safeguards
 - g. Protection in evaluation procedures
 - h. Confidentiality of information
 - i. Nondiscrimination on the basis of handicap

2. The Contractor agrees to provide education and/or related services for identified student(s) including:
 - a. The appropriate staff and oversight to implement IEPs for each student as determined by the school IEP team;
 - b. Services to the student according to the school district's **2021-22** school calendar, excluding emergency school closures or when a student is absent.
3. The Contractor further agrees to provide the District the following:
 - a. Services as authorized in the student's IEP;
 - b. Assurance that all work will be performed in accordance with the highest professional standards;
 - c. Ongoing progress reports used to monitor each student's progress toward IEP goals and objectives;
 - d. A copy of the service provider's Staff Qualifications showing professional credentials for the district's files;
 - e. Verification the contractor personnel responsible for providing special education and related services meet the highest entry-level state standards for the appropriate occupation category;
 - f. Daily completion of the District's report as a means of written documentation for service days, times and results of services provided for each student, as per the IEP.
 - g. Verification 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.
 - h. Submission of billing to special services for services provided within 30 days of the date of the service provided. Additional hours will be compensated at the same rate, provided that the additional hours, over and above those stated, have received prior written approval of the Director of Federal Programs. All invoices should be numbered and dated showing the dates and hours of service provided for each student.**
 - i. Proof of Worker's Compensation coverage.
4. If the student is no longer receiving services from the Contractor for any reason, the Contractor shall inform the District, and the obligation of the District to pay for services will cease as of the last day of service provided.
5. The Contractor and the District agree to comply with all pertinent statutes of the State of Idaho and such rules and regulations as the State Board of Education may legally prescribe, which are by reference incorporated in and made a part of this Contract as though set forth herein.
6. The District assures that health-related services or program placement will begin after having conducted an IEP team meeting to develop an IEP. The Contractor, at the District's discretion, may request or attend subsequent IEP team meetings to revise the student's IDP, but a District representative must participate in all such meetings.
7. The District will pay the Contractor based on submission of an invoice with documentation as described in 3.h.
8. The District will provide documentation necessary for the Contractor to carry out the portion of the IEP that falls under Contractor responsibility.

- 9. The District may terminate this Agreement immediately if the District determines that the Contractor has willfully violated any statutory requirement or government regulation 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.
- 10. The Contractor shall be solely liable for any losses or damages resulting from performance of any of the services covered by this Agreement. Contractor shall indemnify and hold harmless the District from any liability, including, but not limited to, cost, expenses, and attorney fees, resulting from Contractor's performance of the services provided under this Agreement. Proof of liability insurance with Bonneville School District #93 listed as an "additional insured" shall be submitted to the District within ten (10) days of the date of this Agreement.

AA Kinetic agrees that as an independent contractor it is not eligible for district benefits of any kind. **AA Kinetic** also agrees to maintain liability insurance in the minimum amount of \$1,000,000.00 and worker's compensation coverage for its employees.

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 on this 30th day of June, 2021.



Superintendent/Designee Signature
Bonneville Jr. School District #93



Board of Trustees
Bonneville Jr. School District #93

DocuSigned by:
Angela Andrus, MPT
Contractor Signature

AA Kinetic Physical Therapy
Agency Name
611 Cedar Ridge Dr
Idaho Falls, ID
Address