

# Valley Therapy Services

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*Improving Independence & Quality of Life*

May 1, 2021

To Superintendents and Special Education Directors:

We wanted to thank you for your support and your willingness of having us contract with you this school year. It has been our pleasure to provide services for your district working with the children, and helping shape their futures that we all value.

In addition to this letter, you will find a copy of the contract of agreement for continuing services this next school year. Please note rate changes in the contract. If there are concerns with these rates please contact us with any questions.



Robert Robinson MS CCC-SLP



**SERVICE PROVIDER AGREEMENT**  
**OCCUPATIONAL THERAPY SERVICES**

THIS AGREEMENT, entered into on this   1st   day of May, 2021, between VALLEY THERAPY SERVICES, INC., Jerome, Idaho, (hereinafter referred to as "Provider") and KIMBERLY SCHOOL DISTRICT, Kimberly, Idaho (hereinafter referred to as "District") for the calendar school year 2021-2022;

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

**ARTICLE 1. TERMS OF AGREEMENT**

The period of the Agreement will commence on the first day of school, 2021 and remain in effect until the last day of school, 2022.

**ARTICLE 2. RELATIONSHIP OF PARTIES**

In performing services under Agreement, Provider is and shall at all times be an independent contractor of the District. Nothing herein is to be construed as establishing an employer-employee relationship.

**ARTICLE 3. CONFIDENTIALITY**

Provider agrees that all information regarding services provided pursuant to this Agreement, including, but not limited to, the students' identify and the nature of services rendered, shall be confidential. Provider is prohibited from disclosing any information obtained as a result of rendering services pursuant to this Agreement to any individual not authorized by the District, without parental consent.

**ARTICLE 4. REPORTING OF ABUSE, ABANDONMENT OR NEGLECT**

Provider acknowledges its obligation to comply with Idaho Code § 16-1601, *et seq.* and report, within 24 hours, any suspected abuse, abandonment or neglect of a child to the law enforcement agency or Idaho Department of Health and Welfare. Provider also agrees to inform the District within 24 hours of such suspicion.

**ARTICLE 5. COORDINATION OF SERVICES**

To facilitate delivery of services, the District 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 client and the parent/guardian; and,
- 4) Reasonable assistance in facilitating communication between the Provider and clients, parents/guardians, and other providers and agencies.



**ARTICLE 6. INSURANCE AND LIABILITY**

Provider shall be solely liable for any losses or damages resulting from Provider's performance of any of the services covered by this Agreement. Provider shall indemnify and hold harmless the District from any liability including, but not limited to, costs, expenses, and attorneys' fees resulting from Provider's performance of the services provided under this Agreement. Proof of insurance shall be submitted to the District within ten (10) days of the date of this Agreement.

**ARTICLE 7. AMENDMENT/TERMINATION**

This Agreement may be amended at any time with the prior written mutual consent of both parties. Any and all amendments to this Agreement shall be in writing. Additionally, either party may terminate this Agreement upon 30 (thirty) days written notice.

**ARTICLE 8. NON-DISCRIMINATION**

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

**ARTICLE 9. SCOPE OF SERVICES**

Valley Therapy Services will provide the following services in OCCUPATIONAL THERAPY for the Kimberly School District:

1. Diagnostic services for children referred for occupational therapy services by school personnel.
2. Therapeutic services for children diagnosed as having delayed or disordered physical abilities with regards to occupational therapy.
3. Consultative services for parents and school personnel with respect to therapeutic management and progress of the child.
4. Documentation of evaluations and therapy progress as required by the Idaho State Department of Education. Therapists will also be responsible for providing the required online documentation of services for Medicaid billing compliance according to the state law and school regulations.
5. Be responsible for attending pertinent Child Study Team/IEP Meetings during therapist's regular hours.
6. The services will be provided on an as needed basis, a specific schedule to be developed jointly by the District and Clinical personnel.
7. Other services as agreed upon between parties.



**ARTICLE 10. ALLOWABLE COSTS FOR SERVICE**

The Kimberly School District, through its Board of Trustees, shall arrange appropriate payment to Valley Therapy Services as follows:

The fee for the above noted service shall be:

1. \$70.00 per contract hour for a Licenced/Certified Occupational Therapist (OTR/L)
2. Contract hours will include evaluation, therapy, paperwork, meeting, training, and consultative time.
3. Payment for the previous month's services will be made promptly following the next scheduled District Board Meeting.
4. Diagnostic and therapy materials, stickers, or other miscellaneous therapy supplies will  
be provided by the school district.

**ARTICLE 11. BILLING**

Provider will submit a monthly statement of services rendered each month. If requested by the District, each itemized monthly statement can include a) student's name; b) description of services provided; c) total number of hours spent in direct services and administrative time; and d) cost of services provided.

DATE \_\_\_\_\_

DATE \_\_\_\_\_

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Luke Schroeder, Superintendent  
KIMBERLY SCHOOL DISTRICT

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Robert Robinson, M.S., CCC-SLP  
VALLEY THERAPY SERVICES, INC.

