

SERVICE PROVIDER AGREEMENT

PHYSICAL THERAPY SERVICES

THIS AGREEMENT, entered into on this 25th day of April, 2022, between STEPPIN' STONES THERAPY, PLLC, 932 Starlight Loop, Twin Falls, Idaho, (hereinafter referred to as "Service Provider") and KIMBERLY SCHOOL DISTRICT, Kimberly, Idaho (hereinafter referred to as "District") for the calendar school year 2022-2023;

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, 2022 and remain in effect until the last day of school, 2023.

ARTICLE 2. RELATIONSHIP OF PARTIES

In performing services under Agreement, Service 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

Service 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. Service 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

Service 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. Service 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 Service Provider is expected to participate;

- 2) Space for all therapeutic activities to take place in;
- 3) Signed parental consent forms, as necessary;
- 4) Identifying information regarding the client and the parent/guardian; and,
- 5) Reasonable assistance in facilitating communication between the Service Provider and clients, parents/guardians, and other providers and agencies.

ARTICLE 6. INSURANCE AND LIABILITY

Service Provider shall be solely liable for any losses or damages resulting from Service Provider's performance of any of the services covered by this Agreement. Service Provider shall indemnify and hold harmless the District from any liability including, but not limited to, costs, expenses, and attorneys' fees resulting from Service 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

Steppin' Stones Therapy, PLLC will provide the following services in PHYSICAL THERAPY for the Kimberly School District:

1. Diagnostic services for children referred for physical therapy services by school personnel.
2. Therapeutic services for children diagnosed as having delayed or disordered gross motor or physical abilities with regards to physical 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.

5. Be responsible for attending pertinent annual reviews, Child Study Team/IEP Meetings during therapist's regular hours.
6. The services will be provided as needed, 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 Steppin' Stones Therapy, PLLC as follows:

The fee for the above noted service shall be:

1. \$65.00 per contract hour and \$0.585 per mile round trip between Twin Falls and the Kimberly schools.
2. Contract hours will include evaluations, therapy, screenings, and administrative time including therapy preparation and planning, documentation, IEP development, meetings, training, consultation time and time escorting students to and from the classroom.
3. Payment for the previous month's services will be made promptly following the next scheduled Board Meeting. A service fee of 1.5% will be added to any invoice not paid within 30 days of the invoice date.
4. Diagnostic and therapy materials, stickers, or other miscellaneous therapy supplies will be provided by the school district.

ARTICLE 11. BILLING

Service 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 4/25/20

DATE 4/25/22

Donald Hill, PT, PCS

Luke Schroeder, Superintendent

Donald Hill, PT, PCS, President

KIMBERLY SCHOOL DISTRICT

Steppin' Stones Therapy, PLLC