

Contracts - Private Service Providers (PSP)/Consultants/Other

EXECUTIVE SUMMARY

Submitted for Board Information

Dates of Service	Vendor	Amount
12/18/2023 – 08/01/2024	Glen Thorne	Varies – Please see contract for specific pricing
1/18/2024- End of 23-24 School Year	Ampersand Therapy	Varies – Please see contract for specific pricing

NOTE: Per Board Policy 5725: *“The District encourages the use of private service providers and professional consultants as resource individuals when such consultative services will be helpful in the improvement of the educational program of the District. The District, through the Superintendent as its designee, may enter into contracts with private service providers and/or consultants to provide necessary services to students.” In no event shall such agreement exceed twelve (12) calendar months.”*



Twin Falls School District Support Services
160 Gooding Street West-Twin Falls, Idaho 83301
208.733.8456 (Phone) 208.733.4861 (FAX) masonki@tfsd.org

Service Provider Agreement

THIS AGREEMENT, entered into on this 18th day of December, 2023, between Glen Thorne, Twin Falls, Idaho (hereinafter known as "Provider") and Twin Falls School District, Twin Falls Idaho (hereinafter known as "District") for the calendar school year 2023-2024; The parties to this agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

TERMS OF AGREEMENT:

The period of this agreement will commence on the 18th day of December, 2023 and remain in effect until the 1st day of August, 2024.

RELATIONSHIP OF PARTIES:

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

SERVICES TO BE RENDERED:

Provider shall render the direct services of one or more of the following services by individuals who are duly licensed:

Behaviorial Intervention (BI); CBRS Services

RECORD KEEPING:

Provider shall be responsible for maintaining complete and accurate records documenting the services provided in this Agreement and shall submit copies of the records to the District within ten (10) working days of the date requested.

CONFIDENTIALITY OF PARTIES:

Provider agrees that all information regarding services provided pursuant to this Agreement, including but not limited to, the student's identity 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.

REPORTING OF ABUSE , ABANDONMENT OR NEGLECT:

Provider acknowledges its obligation to comply with Idaho Code 16-1601, et seq. And report within twenty-four hours, any suspected abuse, abandonment, or neglect of a child to the Building Administrator. The building administrator will assist with further reporting.

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.

PROVIDER LICENSE:

For the duration of the contract, the provider will maintain in effect and have in possession, all applicable licenses required by state and federal laws for occupational therapists. Provider will supply support services with a current copy of said license each year.

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 attorney's fees resulting from Provider's performance of the services provided under this agreement. Provider's Worker's Compensation Policy and Proof of liability insurance shall be submitted to the district within one month of the date of this agreement. Provider will provide the district with a copy of \$1,000,000,000, liability insurance naming Twin Falls School District as insured.

SERVICE DELIVERY: TIME AND PLACE:

Provider shall perform services in Agreement at Twin Falls School District or other agreed location each scheduled day of services during the school year. District shall notify Provider of absences or of canceled school days.

COORDINATION OF SERVICES:

To facilitate delivery of services, District will provide:

1. Reasonable and prompt notification of meetings and other appointments in which the Contractor is expected to participate.
2. Signed parental consent forms, as needed.
3. Identifying information regarding the student and the parent/guardian.
4. Reasonable assistance in facilitating communication between Progressive Behavior Systems, the student, parents, guardians, and other providers.

PREAUTHORIZATIONS OF SERVICES:

All services that require preauthorization from a reimbursor are the responsibility of the District.

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 with the consent of both parties. Additionally, either party may terminate this Agreement within thirty days of written notice.

COMPENSATION FOR SERVICES

Contractor will submit, by the 1st of each month, a statement of services rendered. Generally, the district will issue checks by the 2nd Tuesday of each month, if statement and paperwork is completed and received no later than the 3rd of the month. If received after the 3rd of the month, invoice could be paid the following month. The District shall compensate Contractor for the services in this Agreement at the following rates based on qualifications per Medicaid requirements.

- \$20.00 per hour for BI Paraprofessional
- \$39.00 per hour for Intervention Specialists (Behavioral Interventionists)
- \$50.00 per hour for Intervention Professionals (with a Master's Degree)
- Behavioral Intervention Technician: \$32 per hour

GOVERNANCE:

This Agreement shall be governed by the laws of the State of Idaho. Provider will comply with and observe all federal, state and local laws, regulations, and ordinances which are in effect and applicable during the term of this Agreement.

NON-WAIVER BREACH:

Failure of either party to perform any terms of this Agreement shall not constitute a waiver or relinquishment of any term in the Agreement unless agreed by both parties in writing.

ASSIGNMENT:

This agreement shall not be subject to assignment in whole or part to any other parties than Progressive Behavior Systems and its employees except by written agreement by the parties.

COMPLETE STATEMENT OF TERMS:

This Agreement represents an entire agreement between the parties and shall supersede all previous oral or written proposals, negotiations, commitments, and all other communications between the parties. This Agreement may not be released, discharged, or modified except by agreement in writing by authorized representatives of the parties.

Signed

Dated


Twin Falls School District Representative

12/20/23

Signed

Dated



12/20/23

Glen Thorne

AGREEMENT FOR THERAPY SERVICES

This Agreement for therapy services is entered into on (date) 1/18/2024 by and between Ampersand Therapy, LLC ("AT") having its principal place of business at 14205 SE 36th Street, Suite 100, PMB #384 Bellevue, WA 98006 and Twin Falls School District ("District") having its principal place of business at 201 Main Avenue West Twin Falls, ID 83301.

This term for this Agreement is effective from date signed until the last day of the 2023-2024 school year, unless otherwise specified in a written and signed Addendum, or unless the Agreement is terminated by either party. No change, alteration, modification, or addition to this Agreement will be effective unless in writing and properly signed by both parties.

I. REQUEST FOR SPECIAL EDUCATION SPECIALISTS

AT will use its best efforts to supply District with Occupational Therapists, Physical Therapists, Speech-Language Pathologists, and School Psychologists (hereafter collectively referred to as "Specialist/s") as requested by the District. AT will confirm placement of a Specialist with "Contractor Assignment Confirmations" in the form of written and signed Addendums to this Agreement. Nothing contained herein will guarantee that AT will be able to fill a particular request of the District. Further, nothing contained herein will guarantee that a Specialist, once assigned to the District, will be able to complete the assignment. If a Specialist is unable to complete an assignment for any reason, AT will make its best effort to find a replacement Specialist for District as soon as possible. In the event District is dissatisfied with the services of a particular Specialist, District's remedy is to notify AT of its dissatisfaction. If AT is unable to resolve District's dissatisfaction within a reasonable amount of time, AT will provide District with another Specialist if available. Neither District nor AT shall assign, sublet, or transfer any services provided in this Agreement without the written consent of the other.

II. SPECIALIST LICENSURE & SCREENING

All Specialists provided to District are appropriately certified and licensed according to federal and state laws in which they will be performing services. AT will maintain an employee file with verification of credentials, identity, and licensure, and will provide documentation to District upon request. Prior to provided services to children, AT will also conduct a statewide criminal background check, and will prohibit employment of any Specialist who has pled guilty or been convicted of any felony crime involving the physical and neglect of a child under RCW 9A.42, the physical injury or death of a child under Chapter 9A.32 or 9A.36, sexual exploitation of a child under Chapter 9.68A RCW, sexual offenses under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, or violation of similar laws of another jurisdiction. AT agrees, at its own expense, to comply promptly with all requirements of any existing federal, state, and local laws in connection with the performance of the services stipulated in this Agreement. AT certifies that neither it nor its principals are currently debarred, declared ineligible, or voluntarily excluded from participations in transactions by any federal department or agency.

III. EMPLOYEES OF AT

It is specifically understood that all Specialists provided to District are employees of AT, and AT is solely responsible for wages, benefits (if any), and all tax withholding of the Specialists. Neither AT nor District shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

IV. SERVICES PROVIDED

AT shall provide all necessary professional services, with due diligence, to perform the following specific duties:

- Perform Occupational Therapy (OT), Physical Therapy (PT), Speech-Language Pathology (SLP) and School Psychologist Services in accordance with the Individual Education Program (IEP) for each individual student
- Perform evaluations as mandated by signed referrals
- Present and interpret evaluation reports, progress notes, and treatment documentation to Special Education team members
- Set up treatment plans and execute therapeutic treatments to reach IEP goals
- Consult with Special Education team and staff on selection and/or modifications of therapeutic equipment, appliances, and physical arrangements of the environment to meet student needs
- Supervise the Certified Occupational Therapy Assistant (COTA), Physical Therapy Assistant (PTA) or Speech-Language Pathology Assistant (SLPA) to meet requirements (if COTA, PTA or SLPA is needed)
- Assist and train school staff in use of OT, PT, SLP or Psychologist recommended modifications and Assistive Technology
- Conduct OT, PT, SLP, or Psychology screening as required
- Collaborate on 504 plans
- Provide recommendations to school staff on OT, PT, SLP, or Psychology related areas as requested
- Comply with specific protocols regarding treatments, documentation and meetings as directed by District
- Comply with the confidentiality requirements applicable to student education record information, including but not limited to the requirements specified in the federal Family Educational Rights and Privacy Act (FERPA)

V. DISTRICT PROCEDURES

District will instruct Specialists on all facility procedures as needed to complete their tasks, including but not limited to: building orientation, all documentation, reporting of time, any specific protocols as required by District, and access to therapy evaluation tools. Specialists will comply with all instructions given by District. If District has a mandated documentation method requiring access to an Intranet system, the District will identify an assigned computer to the Specialist. District will maintain access to a safe environment, free from known hazards and with access to restroom facilities and parking within a reasonable distance.

VI. RATES

The Rate Schedule is issued pursuant to an Agreement for Therapy Services between AT and District effective on the signed date. The hourly rate is applicable for every hour, or fraction thereof, that services have been requested for which Specialist comes to a facility, able and available for work, whether or not a student is actually present. The District Student Calendar will be followed, and all non-student days are non-work and non-paid days unless otherwise agreed upon. School closures due to inclement weather or other closures will be followed. Specialist must receive written approval from a supervisor if work tasks require additional hours to what is being requested by District.

VII. INVOICING AND PAYMENT

District shall pay AT for services as outlined on individual Addendums for each contract employee. AT will submit progress billings to a designated contact from the District for hours worked, based on approved time cards completed by Specialists. AT will include on invoices any Purchase Order or Vendor Identification Number as stipulated by the District. Payment is due 30 days from the date of invoice (NET 30). District acknowledges that the District's responsibility to pay AT for Specialists provided under this Agreement is separate and distinct from its ability to collect payment for such Specialist's services from patients, Medicare, Medicaid, and/or any other insurance program or responsible party.

VIII. INSURANCE

AT shall maintain insurance coverage for the term of this Agreement. Limits shall not be less than the following:

- Professional Liability Insurance: \$1,000,000 per occurrence, \$3,000,000 annual aggregate
- Commercial General Liability Insurance: \$1,000,000 per occurrence, \$3,000,000 annual aggregate

AT will also maintain Worker's Compensation and Unemployment Insurance in accordance with all state and federal requirements. AT will provide evidence of such insurances to District upon request. District may be named a Certificate Holder upon request. Insurance policy cannot be modified or cancelled without Thirty (30) days written notice.

IX. DISTRICT PLACEMENTS AND TERMINATION

Employees of AT may transition into District Employee roles if agreed upon by both District and Employee, with no fees, penalties, or time restrictions imposed by either parties.

This Agreement may be terminated by either party, at any time, with or without cause, upon written notification of not less than fourteen (14) days thereof to the other party or earlier, if by mutual consent.

X. INDEMNIFICATION AND HOLD HARMLESS

Any and all claims which hereafter arise on the part of any and all persons as direct or indirect result of AT's or its employee's negligence, gross negligence, or other tortuous act, shall be AT's sole obligation and AT shall indemnify and hold harmless the District, and its officers, agents, and employees from all suits, claims, or liabilities of any nature, including cost and expenses for or on account of the injuries or damages sustained by any person or property resulting in whole or in part from negligent activities or omissions of AT or its employees pursuant to this Agreement. The indemnification and hold harmless clause shall survive the expiration or termination of this Agreement.

This Agreement is signed below by the duly authorized representatives of the parties.

Ampersand Therapy, LLC

By:



Printed Name: Kayla Valentino

Title: Director of Operations

Date: 1/18/2024

Twin Falls School District

By:



Printed Name: Kindel Mason

Title: Director of Support Seri

Date: 01/18/2024

ADDENDUM A
RATE SHEET FOR 2023-2024 - IDAHO



Rates for the 2023-2024 school year are based on the appropriate cost for professional services, current cost of living for the surrounding geographical area, experience of the specialist and our administration. Rates include the following:

- Direct services of specialists
- Professional and general liability coverage
- Payroll taxes and processing costs
- Costs of onboarding including background, license, registry and reference checks
- Screening, training, mentoring and ongoing support to specialists
- Specialist Benefits: Continuing education, Professional costs; Healthcare; Mileage; Paid Sick Leave; Retirement Benefits; Worker's Comp, FMLA
- Administrative support, marketing and recruiting costs

Rate	Resource Category
\$70-85 per hour	Speech-Language Pathologist/CFY Occupational Therapist Physical Therapist
\$80-100 per hour	School Psychologist
\$85-100 per hour	Board Certified Behavior Analyst
\$70-85 per hour	Social Worker
\$68-82 per hour	Special Education Teacher
\$65-80 per hour	Registered Nurse and BSN
\$55-70 per hour	Licensed Practical Nurse
\$55-70 per hour	Sign Language Interpreter
\$65-75 per hour	SLPA, COTA, PTA

Work beyond 40 hours in a week is legally considered overtime and will be billed at 1.5x the contracted hourly rate.

It's a privilege to serve your district. Please email or call with any questions.



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Ampersand Therapy, LLC

By:



Printed Name: Kayla Valentino

Title: Director of Operations

Date: 1/18/2024

Twin Falls School District

By:



Printed Name: Kindel Mason

Title: Director of Support Seri

Date: 01/18/2024

ADDENDUM A RATE SHEET FOR 2023-2024 - IDAHO



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