

**SERVICE PROVIDER AGREEMENT**  
**Related Service within the Individual Education Plan**

This Agreement is entered into between **Moscow School District #281** of Latah County (hereinafter referred to as "District") and **Michele Frederickson** (hereinafter referred to as "Provider").

Whereas, the District provides special educational and related services to assist students attending school in the District in their educational development, as identified on the students' Individualized Education Program (IEP), or 504 Plan; and

Whereas, the Provider is duly licensed or qualified and able to provide said services

It is hereby agreed by both parties that:

**DURATION OF AGREEMENT**

The period of this Agreement will commence on the **29th** day of **August, 2011** and remain in effect until the **8th** day of **June, 2012**.

This Agreement is contingent upon the availability of funds to the District. This Agreement shall not exceed twelve (12) calendar months. At the discretion of the District, the Agreement may be renewed annually.

**RELATIONSHIP OF PARTIES**

In performing services under this 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.

**SERVICES TO BE RENDERED**

Provider shall render professional **audiological** services enumerated herein: **IEP participation and development, listening and sound checks, direct therapy, support for teachers and students, assistive technology purchases, maintenance and fitting, inservice training, and monitoring of student progress and equipment.**

**RECORD KEEPING**

Provider shall be responsible for maintaining the Medicaid Service Detail Report, if applicable, documenting the professional services provided pursuant to this Agreement and shall submit copies of the records to the district by the 15<sup>th</sup> of each month. Additionally, upon reasonable notice, the District shall have the right to review such records at any time during business hours.

An Invoice detailing school-based services rendered must be submitted to the district by the 15<sup>th</sup> of each month.

**CONFIDENTIALITY**

Provider agrees that all information regarding services provided pursuant to this Agreement, including, but not limited to, the students' identity and the nature of services rendered, shall be confidential pursuant to the Family Educational Records and Privacy Act (FERPA). Provider is prohibited from disclosing any information obtained as a result of rendering services pursuant to this Agreement to any individual not authorized and directed by the District, without parental/guardian consent or consent of the student if 18 years of age or older.

**REPORTING OF ABUSE, ABANDONMENT, OR NEGLECT**

Provider acknowledges its obligation to comply with Idaho Code Section 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.

## 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/guardian, and other providers and agencies.

The Provider will: 1) communicate to appropriate staff at times when appointments have been made and she is unable to keep that appointment; 2) communicate with parents if appointments are not able to be kept; 3) participate in and provide information for student's annual IEP meeting; 4) contribute information related to goals for the student's progress reports; 5) make available, as requested, documentation of student's progress toward those goals; and 6) evaluate provider's effectiveness in implementing goals with student.

If the District identifies a concern about a specific provider's effectiveness and/or ability to work in collaboration with District staff, Provider agrees to work to find mutually-agreed upon resolution to that concern.

## PRIOR APPROVAL OF SERVICES

All services rendered by Provider under the terms of this Agreement shall require prior approval by the District in accordance with federal and state laws and regulations, local policies and procedures, and professional codes of conduct.

## CONSENT/AUTHORIZATION TO ACCESS EDUCATIONAL RECORD INFORMATION OR PROTECTED HEALTH INFORMATION

District and Provider shall at all times require the written consent or authorization of the parent/guardian/or student, if age of 18 years of age or older, for the disclosure or access to educational information pursuant to FERPA or protected health information pursuant to the Health Information Portability and Accountability Act (HIPAA) regarding the student, and shall maintain the confidentiality of that information consistent with state and federal law and regulations.

## COMPENSATION/BILLING

The District shall compensate Provider for the related services at the rate of **\$65.00 per hour, for up to 10 hrs. per week**, for the term of the Agreement. Additional hours will be compensated at the same rate, provided that the additional hours have been pre-approved, in writing, by the District's designee and are required as identified by the student's IEP team.

When processed, the Invoice will be submitted to the Board of Directors for approval and payment the day following the Board meetings, usually scheduled for the 4<sup>th</sup> Tuesday of the month.

## PROFESSIONAL SERVICES

The services rendered pursuant to this Agreement will be provided by an individual who is duly licensed to perform the services or in accordance with applicable professional standards. **A copy of the educational certificate and endorsement must be submitted to the District.** Provider agrees that all work pursuant to this Agreement will be performed in accordance with the highest professional standards. Written assurances will be provided to the District attesting that the provider shall have been subject to a criminal background check at least as stringent as that required by Idaho Code § 33-130 and policies of the District, and have been determined to not have a criminal background inconsistent with working with children. The District shall have the right to observe services being provided to the clients.

## **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 fees, resulting from Provider's performance of the services provided under this Agreement. Proof of liability and workmen's compensation insurance (except in the case of a sole proprietorship) shall be submitted to the District within ten (10) days of the date of this Agreement.

## **ASSIGNMENT**

This Agreement shall not be subject to assignment, in whole or in part, by Provider or by operation of law, so as to authorize any person other than the Provider, or Provider's employees, to assume the duties subject to this Agreement without the District's prior written consent.

## **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 shall be in writing.

## **TERMINATION**

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

Additionally, the District may immediately terminate this Agreement, upon written notice, in the event funding for the District's program is no longer available or the specific services subject to this Agreement are modified or terminated for students.

## **DEFAULT**

Upon default by either party, the non-defaulting party may cancel this Agreement immediately.

## **TIME OF PERFORMANCE**

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

## **NON-WAIVER BREACH**

The failure of Provider or the District to insist upon strict performance of any of the terms of this Agreement, or to exercise any option herein conferred in any or all instances, shall not constitute a waiver or relinquishment of any such term, but the same shall be and remain in full force and effect, unless such waiver is evidence by the prior written consent of Provider or the District.

## **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.

## **GOVERNANCE**

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

## **COMPLETE STATEMENT OF TERMS**

This Agreement constitutes the entire agreement between the parties hereto, 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 an instrument in writing signed by the duly authorized representatives of the parties.

Muhle & Friedrich

Date 9-11-11

Provider Agency Owner / Representative

[Signature]

Date 9/8/11

Superintendent or Designee  
Moscow School District #281, Latah County

Approval by Board of Trustees (if over \$25,000)