

AGREEMENT for THERAPY SERVICES

Between

WOODLAND SCHOOL DISTRICT
(Hereinafter referred to as the WSD)
800 Second St.
Woodland, WA 98764

And

INNOVATIVE SERVICES, NW
Pediatric Therapy Services
9414 NE Fourth Plain Rd.
Vancouver, WA 98662

The general purpose of the Agreement is to provide Physical Therapy services to disabled students in accordance with the services prescribed by their IEP for the remainder of the 2016-17 school year. In consideration of the promises and conditions contained herein, Innovative Services, NW and the WSD do mutually agree as follows.

GENERAL PROVISIONS

All Physical Therapists providing services for students in Woodland SD shall be regular employees of Innovative Services NW and shall possess appropriate OSPI certification to perform said services.

Innovative Services NW shall maintain professional liability coverage of at least one million dollars per occurrence and provide WSD with proof of same.

RESPONSIBILITIES OF WSD:

1. Pay a maximum of **seventy-five dollars (\$75)** per hour for Physical Therapists' time providing direct service to district students, including evaluations, and associated charting, reporting, conferring or attending IEP meetings within 30 days of monthly invoice for services.
2. Pay a maximum of **sixty-five (\$65)** for motor and Physical Therapy assistant services.
3. All travel- time is billed as direct service delivery time. Mileage expense at the current IRS rate will be billed.
4. Provide appropriate and safe space for therapists to work with students.
5. Provide for necessary supplies and accommodations required by students' IEPs or ADA guidelines.
6. Collaborate with Innovative to schedule therapy sessions efficiently to control travel time.

RESPONSIBILITIES OF INNOVATIVE SERVICES NW:

1. Submit a detailed invoice for the previous month no later than the 5th of the following month.
2. Supply written reports as requested by WSD.

3. Insure that staff working with students are appropriately licensed and certified according to state WACs.
4. Insure that all Therapists maintain their ESA certifications.
5. Adhere to all HIPAA guidelines regarding privacy and Protected Health Information.

INDEMNIFICATION

WSD agrees to indemnify and hold harmless Innovative Services, NW, its officers, agents and employees from any and all claims and losses resulting from the WSD's performance of this contract, and from any and all claims and losses resulting to any person who may be injured or damaged by the actions and/or conduct of the employees or agents of WSD.

Innovative Services NW agrees to indemnify and hold harmless the WSD, its officers, agents and employees from any and all claims and losses resulting from Innovative Services NW's performance of this contract, and from any and all claims and losses resulting to any person who may be injured or damaged by the actions and/or conduct of the employees or agents of Innovative Services NW.

ASSIGNMENT

Neither this Agreement nor any interest therein may be assigned by either party without first obtaining the written consent of the other party.

TERMINATION FOR BREACH

If either party fails to comply with the terms and conditions of this Agreement, the other party; upon 30 days prior written notice to the breaching party, may terminate this Agreement.

CONTRACT TERMINATION DUE TO CHANGE IN STAFFING

If the staffing levels of Innovative Services NW are such that they are unable to perform the services outlined in this contract then, Innovative Services NW's may give notice to WSD to terminate the contract with a 30 day written notice to Woodland School District. During the 30 day notice period Innovative Services NW may inform WSD if there have been staffing changes at Innovative Services NW that would allow the contract to continue.

SUSPENSION/DEBARMENT

The contractor certifies that neither it nor its principals are presently debarred, suspended, declared ineligible, or voluntarily excluded from participation in federal assistance programs under Executive Order 12549. For services provided under this Contract, the contractor shall also certify that it does not contract with any entity or person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in Federal assistance programs or any transactions with a federal department or agency. The Contractor shall maintain evidence of compliance in personnel files or with the subcontractor's documents and certify compliance with this provision upon Contract signature.

EMPLOYMENT REPRESENTATION

During the term of this contract, an employee(s) of Innovative Services NW may have contact with public school children. Therefore, Innovative Services, NW is prohibited from employing any person who has pled guilty or been convicted of any felony crime involving the physical neglect, injury, death

or sexual abuse or exploitation of a minor. Failure of Innovative Services NW to comply with this section shall be grounds for the WSD to immediately terminate this contract.

WHOLE AGREEMENT

The parties acknowledge that they have read and understand this Agreement, including any supplements or attachments thereto, and do agree thereto in every particular. The parties further agree that this Agreement, together with all appendices, constitutes the entire agreement between the parties and supersedes all communications, written or oral, heretofore related to the subject matter of this Agreement. This Agreement may be modified or amended in writing with the mutual consent of the parties.

HEADINGS

The section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to limit or extend the scope or intent of the sections to which they appertain.

APPLICABLE LAW

This Agreement shall be governed by federal law and the laws of the State of Washington.

DISPUTE RESOLUTION

The WSD and Innovative Services NW agree to negotiate in good faith to resolve all disputes arising under the articles of this contract. If negotiation between these parties fails to resolve any such dispute to the satisfaction of both parties, then the issue shall be resolved through binding arbitration. Both parties shall agree to the selection of the arbitrator. The non-prevailing party shall be responsible for any costs for the services of the arbitrator. The decision of the arbitrator shall be final and binding on the parties hereto.

WAIVER AND SEVERABILITY

No provision of this Agreement or the right to receive reasonable performance of any act called for by its terms shall be deemed waived by a waiver of a breach thereof as to a particular transaction or occurrence. If any terms or conditions of this Agreement or application thereof to any person or circumstance are held invalid, such invalidity shall not affect other terms, conditions, or applications of the Agreement which can be given effect without the invalid term, condition, or application; to this end, the terms and conditions of this Agreement are declared severable.

EFFECTIVE DATE AND DURATION

This Agreement shall commence on January 15, 2017, and shall terminate on August 31, 2017.

IN WITNESS WHEREOF, Innovative Services NW and the WSD have executed this Agreement consisting of three (3) pages.

INNOVATIVE SERVICES, NW

WOODLAND SCHOOL DISTRICT #____

President/CEO

Superintendent or Designee

Date

Date