

CONTRACT Between FORREST BIRD CHARTER SCHOOL AND ALL ABOUT KIDS OCCUPATIONAL THERAPY

Contract made between Forrest Bird Charter School, here referred to as SCHOOL DISTRICT, and

Name: Family Center for Occupational Therapy,
DBA All About Kids OT
Street Address: 1218 N. Division Ave
City: Sandpoint
State and Zip: Idaho 83864
MAILING Address: Box 1094
City: Priest River
State and Zip: Idaho 83856

Contact: 208.304.0652

here referred to as CONTRACTOR.

RECITALS

- A. School District desires to have the following services performed:
1. Contractor will provide Occupational Therapy evaluation for School District student.
 2. Contractor will conduct evaluation as part of the special education evaluation process
 3. Contractor will complete documentation of evaluation of student.
 4. Contractor will participate in eligibility and IEP process, to share evaluation findings as part of special education team. If student found to be eligible, Contractor will, with the special education team, design IEP goals based on eligibility findings.
- B. Contractor represents that the Contractor is independently established and legally capable of entering into contracts with school districts and other persons or entities, for the provisions of the evaluation service described in this agreement.
- C. Contractor agrees to perform this service for the School District under the terms and conditions set forth in this contract.

In consideration of the mutual promises set forth in this contract, the parties agree as follows:

I. PAYMENT

School District will pay Contractor Hourly rate of \$126 per hour, for evaluation, documentation, and participation in eligibility and IEP meetings. School District will pay Contractor rate of \$32 for cancellations or no-shows by student. Payment shall be made to the Contractor within thirty (30) days of the School District receiving an invoice for the evaluation services listed under Recitals. Invoice is to

be turned in to School District Business Manager Greta Warren, and will be paid to the Contractor by the current School District guidelines.

II. RELATIONSHIP OF THE PARTIES

The parties intend that an independent contractor-employer relationship will be created by this contract. School District is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Contractor. Contractor is not considered to be an agent or employee of School District for any purpose whatsoever. It is understood that Contractor is free to contract for similar services to be performed for others while under contract with School District.

III. LIABILITY

The work to be performed under this contract will be performed entirely at Contractor's risk and Contractor assumes all responsibility for the condition of equipment used in the performance of this contract. Contractor agrees to indemnify School District for any and all liability or loss arising in any way out of the performance of the contract. Students participating in the services as outlined under Recitals are covered under School District's Workmen's Compensation program. It is the responsibility of the Contractor to provide the School District with the most current proof of liability insurance prior to the onset of services.

IV. DURATION

The services to be performed under this contract will be performed on the following dates:

December 8th, 2017 through Jan 15th, 2018

Either party may cancel this contract by giving a 2-week notice prior to performance of the services. If the contract is cancelled prior to performance of services, School District is not liable for payment to Contractor. In the event that either party cancels the contract, Contractor shall be entitled, unless Contractor has breached this agreement, to compensation pro rate through and inclusive of the date of cancellation.

Contract will be extended if the School District and Contractor mutually agree to the continuation, recitals, and length of services.

FORREST BIRD CHARTER SCHOOL

BY: *Mary J. Jensen*

Title: *Charter Administrator*

Date: *12-11-17*

CONTRACTOR, ALL ABOUT KIDS OT

S. Mary Quinn-Hurst OTR/L BCP

S Mary Quinn-Hurst OTR/L,BCP,C/NDT

On behalf of All About Kids OT

Date: 12-8-17