AGREEMENT FOR SCHOOL SUPPORT SERVICES

This agreement for school support services is between the Camdenton R-III School District (Customer) and Research To Practice, Inc. (RTP).

- 1. Nature of Agreement. The Customer agrees to retain RTP to provide services as defined in the Attachment A, section 4, as an independent contractor for the duration specified in this agreement and RTP agrees to perform the services assigned by the Customer per the terms and conditions specified in the Attachment A.
- **2. Terms.** Subject to the provisions set forth in paragraph eight (8) below, the terms of this agreement shall begin and automatically terminate on the dates specified in the Attachment A, section 1.

3. Services.

- a. The contracted provider assigned by RTP (Provider) will work as needed remotely via video (Telepractice) and, as appropriate, on-site at the locations specified by the Customer, to complete the assigned tasks and consult with the Customer's staff on related matters, as determined by the representative(s) designated by the Customer.
- b. Services will be implemented by RTP and its providers as indicated in each student's IEP.
- c. The Provider will participate in meetings through video conferencing, in-person, or through a written report submitted to the Customer, at district's request.
- d. The Customer will provide an appropriate working space and support staff as required for the contracted services.
- e. RTP agrees to provide documentation of IEP implementation and IEP progress on a monthly basis or more frequently if requested by the Customer.
- 4. Confidentiality. RTP shall comply with the confidentiality requirements of the Family Educational Rights and Privacy Act (FERPA) and the Individuals with Disabilities Education Act (IDEA).

5. Wage Rate and Expenses.

- Subject to the provisions in paragraph four (4), section c below, the Provider shall be paid according to the rates specified for the services outlined in the Attachment A.
- b. The Customer will not be charged for additional minor services including: brief communication (10 minutes or less) face-to-face or via phone calls, fax or email; or time needed for administrative functions.
- c. The Provider shall be guaranteed the rate specified in the Attachment A., for each hour the Provider is scheduled to perform services or attend meetings, except in the following circumstances:
 - i. In the case where on-site services are to be performed and all scheduled services are cancelled for the day, such as a snow day or all children scheduled to receive school services are absent and the Provider has received direct notice prior to leaving his or her office, through written or phone conversation initiated by the member school district. If such notice

- wasn't provided, the Customer will be charged for one hour of service and travel time to and from the site.
- ii. The Provider cancels scheduled services for any reason (such as illness, hazardous road conditions, etc.)
- d. The Provider shall be reimbursed for other reasonable expenses related to the performance of services listed in Attachment A.
- e. The Provider shall be reimbursed at the rate of .37 per mile for travel between the Provider's office and the Customer designated site.

6. Payment.

- a. RTP shall submit statements to the Customer specifying the services provided no earlier than the last day of the month in which services were provided.
- b. The Customer shall make payment within thirty (30) days of receipt of statement.
- 7. Independent Contractor. The Provider shall be retained as an independent contractor and shall not be considered an employee of the Customer for any purpose. Accordingly, the Customer shall not be responsible for withholding taxes or any other employee related liability or benefits.
- **8. Exclusivity.** During the term of this agreement, the Customer shall not contract with any other third party for Telepractice based services selected in the Attachment A.
- 9. Equipment and Supplies. During the term of this agreement, the Customer shall provide the equipment and supplies, after consultation with and obtaining input from the Provider, deemed necessary to provide the services hereunder. The Provider shall not purchase, nor authorize purchase of any goods, services, supplies or other items for the Customer without prior written authorization.
- 10. Service Billing. The Customer shall determine whether services will be billed to Medicaid, when appropriate, and enter into a separate agreement with the MSBA Medicaid Consortium to support billing. The Customer shall directly receive all revenues from such billings.
- 11. Liability Insurance and License. The Provider shall furnish a copy of the required license to the Customer and shall maintain adequate professional liability insurance. The liability insurance shall provide minimum limits of \$1 million per occurrence with an annual aggregate of \$3 million, and RTP shall provide the District with a certificate of insurance upon request.
- 12. Termination. Either party may terminate this agreement on the dates specified in the Attachment A, section 1 or at the conclusion of any given contracted school year. Should the Customer be dissatisfied with the level of the services provided by the Provider, the Customer can notify RTP of the specific causes and RTP will have 30 days to rectify the Provider's performance. If RTP is unable to resolve the situation to the Customer's satisfaction, the Customer shall have the right to request that RTP replace the Provider of contracted services with a new Provider.
- 13. Non-Discrimination. RTP shall not discriminate in the performance of this contract. No person, shall, on the grounds of race, age, color, sex, national origin, sexual orientation, or disability, be excluded from participation in or be denied benefits under this contract. The Contractor shall treat all students in compliance with and in accordance with Title VI of the Civil Rights Act of 1964 and other applicable civil rights laws.

14. Defense.

- (a) RTP therapists shall cooperate in the defense of the District in any child complaint filed with the Missouri Department of Elementary and Secondary Education regarding any individual student served by or consulted about under this contract, including providing information and documentation to the investigator, or to the District and the District's lawyer, as requested by the District.
- (b) RTP therapists shall cooperate in the defense of the District in any due process hearing proceeding filed with the Missouri Department of Elementary and Secondary Education regarding any individual student served by or consulted about under this contract, including providing information and documentation as requested by the District or its lawyer, as well as any necessary witness testimony.
- (c) RTP shall cooperate in the defense of the District in any complaint filed with the U.S. Department of Education's Office for Civil Rights regarding any individual student served by or consulted about under this contract, including providing information and documentation to the investigator, or to the District and the District's lawyer, as requested by the District.
- (d) RTP shall cooperate in the defense of the District in any proceeding or complaint filed with the Missouri Commission on Human Rights or court of competent jurisdiction. involving the work performed under this contract, including providing information and documentation to the investigator, or as requested by the District or its lawyer, as well as any necessary witness testimony.
- 15. Compliance. RTP agrees it shall comply with all applicable state and federal laws and the rules, policies and regulations of the District as they relate to the provision of special education and related services.
- 16. E-Verify. RTP is required to be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, RTP must affirm the same through sworn affidavit and provision of documentation. In addition, RTP must sign an affidavit that is does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.
- 17. Entire Agreement. This instrument contains the entire agreement of the parties. It may be amended only by an agreement in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this agreement for School Support Services.

Ashley R Beumer	2/21/2017
RTP Inc.	Date
Camdenton R-III	Date

Attachment A

- 1. The terms of the agreement shall begin on or about <u>January 22, 2017</u> and shall terminate on or about the final date of the 2016-2017 School Year.
- 2. Services Provided and Billable Rates:

All Providers are licensed to provide school-based services in the state of Missouri.

MSBA Member Pricing

Committed Services - Services of Full Time Equivalents (FTE) or average hours per month for the duration of the Contract.

On-demand Services - Services delivered upon request

	Check	Committed	Check	On-demand
Speech/Language				
Speech Language Supervision/Related				1
Services	X	\$65		\$75
Direct Services to Students	X	\$65		\$75
Consultations/Coaching to Staff	Х	\$65		\$75
Total FTE/Hours per month	1.0 FTE			_
Mental Health Services			_	
Psychological/Psychoeducational				
Evaluations		\$70		\$80
Psychological Services		\$70		\$80
Behavior Counseling		\$70		\$80
Consultations/Coaching		\$70		\$80
Total FTE/Hours per month				

- Please check all desired services and enter the committed FTE or hours per month
- Conversion from "On demand" to "Committed" plan requires 30 day notice.
- 3. Travel time: Billed at 50% of the Billable Rate plus \$.37 per mile.
- 4. Charging guidelines:
 - a. Services will be billed based on hours delivered.
 - b. The Customer will not be charged for additional minor services including: brief communication (10 minutes or less) face-to-face or via phone calls, fax or email; or time needed for administrative functions.
 - c. Services will be charged in 15 minute increments.
 - d. Minimum billed for a day, or any portion thereof, scheduled in advance and cancelled less than an hour before the scheduled time: One hour at the billable rate.