

Occupational Therapy Services Agreement

This Professional Services Agreement is made and entered into as of the 8th day of August, 2016 by the Camdenton R-III School District (hereinafter referred to as "the District") with its principal office located at P.O BOX 1409, Camdenton, MO 65020, and Meredith E. Carter, OT/ (hereinafter referred to as "contractor") with its principal office located at 5088 Aqua Drive, Osage Beach, MO 65065.

The terms are as follows.

1. Contractor shall provide occupational therapy services for the Camdenton R-III School District for the 2016-2017 school year and its extended school year, on an as-needed basis, along with any other contractor(s) the District uses. Services shall be provided in accordance with each student's Individualized Education Program (IEP); however, Contractor's caseload is not to exceed 50 students at any time, without written agreement by both parties. No minimum number of students is guaranteed to Contractor by this contract. Renewal of this contract will be completed annually by June 1st unless otherwise specified by either party.
2. Contractor shall be compensated for services at an hourly rate of \$70.00. Billable time includes time on premises completing services as listed below and drive between school buildings. The district shall not be responsible for mileage expenses between school buildings. Payments for services shall be rendered monthly.
3. Contractor shall maintain Professional Liability Insurance.
4. Contractor shall provide any and all of the services listed below as required by students' IEPs and/or directed by the District.
 - a. Diagnostic evaluations to students qualifying for such service.
 - b. Direct and/or consultative occupational therapy services as specified in students' IEPs.
 - c. Development of appropriate IEP provisions in accordance with evaluation and observation results.
 - d. Maintain therapy notes, progress reports, quarterly reports, Medicaid documentation, evaluations, and IEPs of students served.

e. Attend IEP meetings, in-services, and other meetings with teachers and staff at the request of the District.

f. Provide in-services to teachers and other staff as directed by the District.

g. Provide student progress report data and documentation of implementation of IEP provisions to the District as directed by the District staff.

h. Cooperate in the District's defense of any Missouri Department of Elementary and Secondary Education's Child Complaint investigations under the Individuals with Disabilities Education Act (IDEA) involving a student served by contractor, including but not limited to participation in any interviews or provision of information and documentation, as required by the state's child complaint investigator or the District's attorney or the District's staff.

i. Cooperate in the District's defense of any United States Department of Education's Office for Civil Rights (OCR) complaint investigations under civil rights laws involving a student served by contractor, including but not limited to participation in any interviews or provision of information and documentation, as required by the OCR complaint investigator or the District's attorney or the District's staff.

j. Cooperate in the District's defense of any Missouri Commission on Human Rights (MCHR) complaint investigations involving a student served by contractor, including but not limited to participation in any interviews or provision of information and documentation, as required by the MCHR investigator or the District's attorney or the District's staff.

K. Cooperate in the District's defense of any special education due process hearing complaint filed with the Missouri Department of Elementary and Secondary Education involving a student served by contractor, including but not limited to participation in any interviews or provision of information and documentation, as required by the District's lawyer or the District's staff, and any testimony required at hearing.

l. Contractor shall supervise Certified Occupational Therapy Assistants (COTAs) as directed by the District.

5. The District shall provide equipment necessary to complete evaluation and treatment of the students. Contractor shall will not be held financially responsible for supplies or equipment required.

6. Contractor shall not discriminate in the performance of this contract, and shall ensure that no student shall be excluded from participation or be denied benefits or services under this

contract on the basis of race, sex, age, color, religion, national origin, sexual orientation, or disability. All students and staff of the District shall be treated by contractor in a non-discriminatory fashion and contractor shall comply with all applicable civil rights laws.

7. Contractor shall keep confidential and will not disclose or divulge any confidential, personally identifiable student or personnel information which contractor may obtain from the District or the students' educational records, unless in accordance with the regulations implementing the Family Educational Rights and Privacy Act, Americans with Disabilities Act, Individuals with Disabilities Education Act and/or any other state or federal law.

8. There may be rare occasions when contractor will be unable to provide services (e.g. illness, professional meetings). Contractor shall make up services missed as directed by the District; the District shall work with contractor to accomplish the scheduling of those make-up services.

9. Either party may terminate this agreement for good cause upon giving the other party 30 days written notice.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Meredith E. Carter/OT/L

Camdenton R-III School District

Meredith E. Carter, OT/L

By: _____

Date: 7/27/16

Date: _____