

Lewiston-Altura Public Schools I.S.D. #857

**AGREEMENT TO PROVIDE SPECIAL STUDENT SERVICES
BY AND BETWEEN**

**Lewiston-Altura Public Schools I.S.D. #857
and
Innovative Therapy Solutions, LLC**

CONTRACTOR NAME, ADDRESS AND TAX IDENTIFICATION NO.:	Innovative Therapy Solutions, LLC 7064 Valley Drive SW Byron, MN 55920 612-803-6051 Contact Person: Jeremy Braun Tax Identification No.: 26-0679284
Lewiston-Altura Public Schools I.S.D. #857 CONTRACT MONITOR AND ADDRESS	Gwen Carman 100 County Road 25 Lewiston, MN 55952
Lewiston-Altura Public Schools I.S.D. #857 CONTRACT ADMINISTRATOR AND ADDRESS	Gwen Carman 100 County Road 25 Lewiston, MN 55952 Principals David Riebel and Cory Hanson will serve as site administrators
WORK DESCRIPTION, STUDENT'S NAME AND DOCUMENTED SERVICE NEEDS	Work Description: Speech-Language Services to students district-wide as assigned by the Special Services Administrative staff. Evaluation, consultation, direct, and indirect instruction (including but not limited to planning sessions, communicating with parents and staff, scoring evaluations, writing evaluation reports, progress reports, IEP's, preparing for students, phone conferences for IEP's and other meetings, and other paperwork associated with the duties of a Speech Language Pathologist both on and offsite as well as phone calls to parents) will be provided to students in Lewiston-Altura Public Schools I.S.D. #857 for up to 1.0 FTE. (40-44 hours per week) Lewiston-Altura Public Schools I.S.D. #857 will be billed for time in the building as well as time spent outside of the school day on paperwork and other duties of a speech language pathologist. The services are to be provided via tele-practice (audio/video conferencing). Service Needs: Speech-Language Pathology services to students in Lewiston-Altura Public Schools I.S.D. #857
TERM OF AGREEMENT	09/01/2023-08/31/2024
SERVICE SITE	Lewiston-Altura Public Schools I.S.D. #857 as well as the parochial schools that the district provides service to. Service will be provided via telepractice with some onsite service provision.
COMPENSATION	\$90 per hour flat rate to include all components of speech-language services for direct and indirect services to students, parents, and/or staff. Lewiston-Altura Public Schools I.S.D. #857 will be billed for time in the building as well as time spent outside of the regular school day on paperwork and other duties of a speech language pathologist. (This is a time in time out contract), this contract also includes up to seven days prior to the school year starting and professional development days that fall on the days that the contractor is scheduled to be in the district. Lewiston-Altura Public Schools will also be billed for the time the speech language pathologist requires to review files to formulate treatment plans prior to working with the students. Lewiston-Altura Public Schools will be billed for travel time when the speech language pathologist is onsite at a rate of \$90.00/hour not to exceed 4 hours travel time each way. Travel will be on an as needed basis when the speech language pathologist determines they need to be onsite for testing, working with students, filing, and all of the previously mentioned duties).

CONTRACTOR ACKNOWLEDGES THAT CONTRACTOR HAS READ, UNDERSTANDS, AND IS BOUND BY THIS AGREEMENT, INCLUDING THE ATTACHED TERMS AND CONDITIONS, AND ANY APPENDICES THERETO, ALL WHICH ARE INCORPORATED AND MADE AN INTEGRAL PART OF THIS AGREEMENT.

CONTRACTOR:

By: *J. D. Braun*
 Title: Owner/Operating Manager
 Date: 08/27/2023

Lewiston-Altura Public Schools I.S.D. #857:
 By: *Gwen Carman*
 Title: Superintendent
 Date: Aug. 29, 2023

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SPECIAL STUDENT SERVICES AGREEMENT TERMS AND CONDITIONS

- 1. Independent Contractor:** (a) Contractor is an independent contractor. (b) Nothing contained in this Agreement shall be construed to imply a joint venture partnership, or principal-agent relationship between the parties. Neither party shall have any right, power or authority to act or create any obligation on behalf of the other party. (c) Contractor shall in no sense be considered an employee or an agent of Lewiston-Altura Public Schools I.S.D. #857, nor shall it be entitled or eligible to participate in any benefits or privileges given or extended by Lewiston-Altura Public Schools I.S.D. #857 to its employees, or be deemed an employee of Lewiston-Altura Public Schools I.S.D. #857 for purposes of Federal or State withholding taxes, F.I.C.A. taxes, and Unemployment Benefits, or otherwise. Contractor will make all required F.I.C.A. and Unemployment contributions due on behalf of itself and its employees. (d) Contractor warrants that no other party has exclusive rights to its services in the areas specified in this Agreement and that Contractor is in no way compromising any right or trust relationship between any other party and Contractor. (e) Contractor agrees that the act of entering into this Agreement and performing the Services hereunder will not create a conflict of interest for the Contractor.
- 2. Special Education Services:** Contractor understands and agrees that the services to be provided hereunder are for Lewiston-Altura Public Schools I.S.D. #857 students who have IEP/IFSP/IIIP's documenting the students' need for special services. The services to be provided under this Agreement are deemed necessary to meet unique identified needs of students with a disability and are therefore necessary for the student to make progress on the IEP goals and/or to access the general education curriculum.
- 3. Contractor Employees to Have Professional Education Licensure and Standards Board (PELSB) or Other Appropriate Licensure:** Contractor shall provide only those personnel who are properly licensed by PELSB to perform the services specified herein to Lewiston-Altura Public Schools I.S.D. #857 for the term specified. Lewiston-Altura Public Schools I.S.D. #857 may specify in the Work Description or in Exhibit A, if any, specific licensure requirements, professional experience and/or educational standards to which Contractor's personnel who are performing under the terms of this Agreement must comply. Minnesota Rule 3525.1550 specifically addresses those requirements and its provisions are hereby incorporated into and made a part hereof by reference. Contractor shall cause all of its personnel who provide services to Lewiston-Altura Public Schools I.S.D. #857 pursuant to this Agreement to execute agreements with Contractor, which will place Contractor in a position to fulfill its obligations under this Agreement. Employees assigned to Lewiston-Altura Public Schools I.S.D. #857 must clear a criminal background check conducted by the Minnesota Bureau of Criminal Apprehension. This documentation shall be provided to the Lewiston-Altura Public Schools I.S.D. #857 Contract Administrator with ten (10) days after the commencement of the performance of services.
- 4. Offer of Testimony:** If Contractor and/or its employees are needed, at any time, to give testimony, evidence, or opinions in any litigation concerning services provided for under this Agreement, Contractor agrees to do so and to cause its employees to do so and Contractor shall be paid the rate provided for in this Agreement for the Contractor's and/or its employees' time so long as this Agreement shall be in force, and after this Agreement is terminated, or in the event a necessary employee is no longer employed by Contractor, at a rate mutually agreeable to Contractor or the former employee as the case may be, and Lewiston-Altura Public Schools I.S.D. #857, plus reasonable travel or other expenses.

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5. **Contractor Furnished Facilities and Materials:** Classrooms and other facilities in which pupils receive instructions, related services, and any supplementary aides and services shall be essentially equivalent to Lewiston-Altura Public Schools I.S.D. #857's regular education program. Such facilities must provide an atmosphere that is conducive to learning and must furthermore meet pupils' special physical, sensory, and emotional needs. Any material furnished by Lewiston-Altura Public Schools I.S.D. #857 on other than a charge basis in connection with this Agreement will be deemed bailed to Contractor for mutual benefit, and title thereto shall at all times remain in Lewiston-Altura Public Schools I.S.D. #857. Exempting reasonable wear and tear, Contractor agrees to pay for all such materials spoiled by it or not otherwise satisfactorily accounted for. The computers used for telepractice must be up to date and running at optimal levels to provide services. Lewiston-Altura Public Schools are responsible for providing and maintaining technology that is up to date and working properly for telepractice services as well as an appropriate space for the telepractice services to take place. Lewiston-Altura Public Schools I.S.D. #857 is also responsible for providing paraprofessional support for the students who need that support in order to participate in their speech language pathology sessions via telepractice, including but not limited to facilitating the asynchronous practice that will be provided by the speech language pathologist on an as needed basis. The paraprofessional support will also be available to assist with the filing of due process paperwork, the set up of students in the school's student management system and special education paperwork system, and other clerical duties.
6. **Subcontracting and Assignments:** The speech language pathologist and speech language pathology assistant will provide services. Only a speech language pathologist can be a substitute for a speech language pathologist and if one is available that person will be called in to cover for the speech language pathologist.
7. **Lewiston-Altura Public Schools I.S.D. #857 Contract Monitor (Supervisor):** The Lewiston-Altura Public Schools I.S.D. #857 Director of Special Services or his/her designee will serve as Contract Monitor (as distinguished from the Contract Administrator) to Contractor for general direction and guidance in performing the services specified in Exhibit A. If necessary, the Contract Monitor may redefine the services and/or term specified if the Contract Monitor and Contract Administrator determine the same to be appropriate as the work progresses.
8. **Services to be Provided:** Contractor will provide speech therapy services in accordance with applicable local, state, and federal ordinances, laws, and regulations. Contractor shall provide speech therapy services in a professional, trustworthy, ethical, legal, efficient, and diligent manner as described in the American Speech Language Hearing Association (ASHA) code of ethics and in adherence to preferred professional practices. Contractor shall comply with all policies and practices of Lewiston-Altura Public Schools I.S.D. #857 (except those waved by the Contract Administrator or School Board).
9. **Responsibility of the Consultant:** (a.) The Consultant shall be responsible for the quality of services furnished under this contract. In the event the Consultant's ability to perform his/her duties is restricted by adherence to his/her ethical duties as a speech language pathologist, the School District will be responsible for those duties. In addition, if the Consultant makes recommendations to the School District and are not adhered to by School District employees, Consultant is hereby released from liability for that isolated occurrence. (b.) Neither the School District's review, approval or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or any cause of action arising out of the performance of this contract, and the Consultant shall be and remain liable to the School District in accordance with applicable law for all damages to the School District caused by Consultant's negligent performances of any of the services furnished under this contract.

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10. Confidentiality: Consultant agrees that any information Consultant receives or reviews concerning the School District, including, but not limited to, any information concerning student files, School District operations and business activities, and any other information of which the Consultant may obtain knowledge or access from the School District during Consultant's performance hereunder (hereinafter "Confidential Information") is confidential to the School District and under the data privacy statutes. The Consultant agrees to hold in confidence and not to directly or indirectly reveal, report, publish, disclose or transfer any of the Confidential Information to any person or entity, or utilize any of the Confidential Information for any purpose, except as necessary to perform Consultant's obligations under this Agreement or as otherwise may be agreed in writing in advance between the School District and Consultant. Prior to disclosure of Confidential Information to any of its employees or other authorized persons, Consultant agrees to obtain an appropriate agreement, containing all of the elements set forth herein, from those persons to whom such information is disclosed or who otherwise gain access to such information to maintain the confidentiality of Confidential Information. Consultant further agrees to indemnify the School District against any loss or liability resulting from, or arising in connection with, unauthorized use or disclosure of Confidential Information by Consultant.

11. Policies: The Consultant acknowledges and agrees that it shall comply with all District policies and with any amendments to those policies that are made during the term of this Agreement.

12. Insurance: Contractor shall carry the following minimum insurance coverage in a form acceptable to Lewiston-Altura Public Schools I.S.D. #857, at Contractor's expense, during the term of this Agreement: Certificates evidencing insurance obtained by Contractor shall be furnished to ISD #857 upon request.

- Employer's Liability Insurance and Workers' Compensation Insurance as required by laws of the state wherein the work is to be performed.
- General Liability Insurance, \$1,000,000 per occurrence, minimum.
- Professional Liability Insurance, \$500,000 per occurrence, minimum.
- Certificates of insurance evidencing coverage will be provided to the Lewiston-Altura Public Schools I.S.D. #857 Contract Administrator upon request.

Failure of Contractor to provide continuous insurance coverage as herein specified shall authorize, but not require, Lewiston-Altura Public Schools I.S.D. #857 to obtain similar insurance coverage and shall permit Lewiston-Altura Public Schools I.S.D. #857 to charge back against Contractor, including the right to set off said amounts against compensation invoices, Lewiston-Altura Public Schools I.S.D. #857's expense, or reasonable estimate thereof, of Lewiston-Altura Public Schools I.S.D. #857's purchase of said insurance coverage plus the value of any claims paid by Lewiston-Altura Public Schools I.S.D. #857 which would not have been so paid had Contractor obtained the above specified coverage.

13. Records and Invoices: Contractor shall keep accurate records of the actual time expended by it in performing Services hereunder. At Lewiston-Altura Public Schools I.S.D. #857's request, invoices shall show the actual time expended by the Contractor. Contractor shall invoice Lewiston-Altura Public Schools I.S.D. #857 at the address and according to the schedule shown on the front of this Agreement. Invoices will reference this Agreement Number and will be due and payable by Lewiston-Altura Public Schools I.S.D. #857 as specified under COMPENSATION on the front page of this Agreement.

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14. Performance Warranties: Contractor warrants that it has, or will in a timely manner obtain the knowledge, expertise and resources to furnish the Services described herein and that the Services will be furnished in a manner consistent with industry standards.

15. Taxes: As a municipal corporation engaged solely in the business of providing public education, Lewiston-Altura Public Schools I.S.D. #857 is exempt from most local, state, and federal taxes.

16. Indemnification: Contractor agrees to hold Lewiston-Altura Public Schools I.S.D. #857 harmless from any claim alleging that the Services violate any third party's patent, trade secret, copyright, or other intellectual property right.

17. Dispute Resolution: Before bringing any action or other proceeding ("action"), Contractor will promptly notify Lewiston-Altura Public Schools I.S.D. #857 of the dispute. No "action" will be brought by Contractor against Lewiston-Altura Public Schools I.S.D. #857 until: (a) senior management of both parties conduct a study of the dispute or disagreement; (b) a meeting between the parties is held to try to resolve the dispute; and (c) if after such meeting takes place, one of the parties sends written communication to the other stating it is unable to resolve the matter in dispute.

18. Termination: Lewiston-Altura Public Schools I.S.D. #857 may terminate this Agreement by written notice. Notice of termination will not relieve Contractor of its required continuing compliance of this Agreement including the rendering of Services. This Agreement may also be terminated by either party by providing not less than thirty (30) days written notice to the other party of a material default under this Agreement, and if such default shall remain uncured after the expiration of the notice period.

19. Compliance with Applicable Laws: Contractor warrants that it will comply with all applicable federal, state, and local laws.

20. Notices: All notices allowed or required by this Agreement will be in writing and be delivered or mailed to the Lewiston-Altura Public Schools I.S.D. #857 Contract Administrator address and to the Contractor address identified in this Agreement.

21. Successors: All covenants, stipulations, and promises in this agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. Contractor does not have the right to assign or otherwise transfer its rights or obligations under this Agreement except with the written consent of Lewiston-Altura Public Schools I.S.D. #857. Any prohibited assignment will be null and void.

22. Governing Law: This Agreement will be governed by and construed pursuant to the laws of the state of Minnesota.

23. Waivers: No failure on the part of either party to exercise and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof.

24. Amendments: This Agreement may not be modified, amended, rescinded, canceled or waived in whole or in part, except by a written instrument sighted by both parties.

25. Invoices: Contractor will invoice Lewiston-Altura Public Schools I.S.D. #857 on a monthly basis. Lewiston-Altura Public Schools I.S.D. #857 will make payments each month after receiving the invoice.

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26. Disclosure of Contract Information: This contract is considered a confidential agreement between Contractor and Lewiston-Altura Public Schools I.S.D. #857. The information regarding the rate agreed upon by the Contractor and Lewiston-Altura Public Schools I.S.D. #857 should not be shared between other parties or with employees of the Contractor.

27. Early Termination of Contract: If this Agreement is to be terminated before the set date the Contractor and Lewiston-Altura Public Schools I.S.D. #857 are expected to give 30 days written notice to terminate the Agreement. If 30 days written notice is not given Lewiston-Altura Public Schools I.S.D. #857 will be expected to reimburse the Contractor for the average amount of hours for 30 days (based on the last two highest month averages). This clause remains in effect past the date of the contract as written notice is required to terminate the contract (thus without written notice the contract stays in effect even past the end date of the contract as this implies that the district intends to continue contracting with Innovative Therapy Solutions, LLC).

28. Changes to Agreement: This Contract may not be amended or modified except in a written agreement, signed by both parties.

29. Due Process Hearings: Lewiston-Altura Public Schools I.S.D. #857 will provide legal representation to the contractor in the event of a due process hearing and other court proceedings.

30. Missed Services: The contractor is not responsible for making up missed services in the event of student absence, contractor absence, when the district directs the contractor to complete other tasks (such as screenings, evaluations, etc...), during times of statewide testing, during district testing, and in the event of school closing.

31. Trainings: If Lewiston-Altura Public Schools I.S.D. #857 requests that the contractor attend a training Lewiston-Altura Public Schools I.S.D. #857 will pay the contractor for the hours that the contractor was at the training at the contractor's rate.

32. Liability: Lewiston-Altura Public Schools I.S.D. #857 will not hold Innovative Therapy Solutions, LLC or its employees liable if a video conference sessions is breached by an outside entity.

33. Tele-practice Requirements: Lewiston-Altura Public Schools I.S.D. #857 will provide computers with webcams and headphones with microphones and will have a contact person for the speech language pathologist to contact in the case the students are not showing up for their scheduled therapy times. Innovative Therapy Solutions, LLC will provide the platform used for the service delivery.

34. Entire Agreement: This Agreement, including any appendices attached hereto and made a part hereof, constitutes and expresses the entire agreement and understanding between the parties relative to the services. All previous discussions, promises, representations, and understandings between the parties are merged into this Agreement.