

Contract # \_\_\_\_\_



## AGREEMENT

THIS AGREEMENT, effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (Effective Date), by and between the Idaho Center for Assistive Technology, an Idaho non-profit corporation (ICAT), and \_\_\_\_\_ ("Agency"), is made on the following terms and conditions.

- A. ICAT provides a broad range of developmental training services, programs, equipment, staff, and materials for the primary purpose of assisting individuals of any age with any disability in maximizing their potential and capability (Assistive Technology Services")
- B. ICAT maintains a lending library of over 2,500 items including adaptive toys, switches, computer hardware and software, books and videos, communication devices and other materials utilized in the application of its Assistive Technology Services ("Library").
- C. In order to fulfill the goals and intent of Public Law 105-17, individuals with Disabilities in Education Act ("IDEA"), and to discharge its obligations pursuant to the IDEA, with respect to the Districts curricula, the District desires to retain ICAT to provide Assistive Technology Services to the District desires the use of ICAT's library, each in accordance with the terms and conditions set forth in this Agreement.

1. Recitals True. The recitals of fact set forth above are hereby agreed to be true and correct and are incorporated into this Agreement by reference.

2. Retention of ICAT and Term. The Agency hereby retains ICAT, as of the Effective Date, to provide Assistive Technology Services to the Agency and ICAT shall provide such services to the Agency in accordance with this Agreement. Unless earlier terminated by either party in writing upon sixty (60) days advance notice, this Agreement shall expire at the end of the Agency's school year, which, for purposes of this Agreement, shall commence on September 1 of each calendar year and end on August 31 of the following calendar year.

3. ICAT's Services. ICAT shall provide the following:

- A. ICAT shall provide the Agency, its employees and independent contractors, use of the Library and its contents. Library items may be checked out for thirty (30) days, unless there is a waiting list for a particular item in which case ICAT, in

its discretion, may reduce the checkout time. ICAT, at its cost and expense, shall deliver checked out items to the Agency.

B. ICAT Library staff shall assist the Agency, and its employees and independent contractors, in locating and selecting Library items for check out.

C. ICAT shall provide the Agency, and its employees and independent contractors, with two (2) hours of consultation and technical support, per year, for the purpose of aiding the Agency in implementing Assistive Technologies into the Agency's curricula. Information and referral telephone assistance is provided by ICAT at no charge; however, such calls lasting over fifteen (15) minutes are considered a consultation and will be charged as such.

4. Contract Price. The Agency shall pay ICAT \_\_\_\_\_ dollars (\$ \_\_\_\_\_), ("Contract Price"), based on client base. The Contract Price shall be paid upon the Agency's execution of this Agreement. The Contract Price for each successive one (1) year term following the Initial Term shall be paid on each successive anniversary of the Effective Date.

5. Additional Services. Upon request by the Agency, ICAT shall provide the following services (hereinafter "Additional Services"), which are in addition to ICAT's services set forth in paragraph 3, above, as follows:

A. Consultation and support beyond the time limit or the scope set forth in paragraph 3.c, above.

B. Assessments conducted by ICAT at the Agency's offices, classrooms, or other on-site location designated by the Agency.

C. Training of the Agency's program staff with respect to the field of assistive technology.

6. Compensation for Additional Services. The Agency acknowledges that, unless otherwise agreed to by the parties in writing, the Agency shall pay ICAT thirty-five dollars (\$35.00) per hour for Additional Services set forth in paragraph 5. A, consultation; sixty-three dollars (\$63.00) per hour for Additional Services set forth in paragraph 5. B, assessment; sixty-three dollars (\$63.00) per hour for Additional Services set forth in paragraph 5. C, training, rendered by ICAT to the Agency plus mileage at fifty-eight and one-half cents (\$.585). ICAT shall invoice the Agency for Additional Services rendered which the Agency shall pay in full upon receipt.

7. Tracking Loaning Library Items: The Agency, at its cost and expense, shall return all checked out items to the Library when due. Any items not returned when due, or lost or damaged while checked out to the Agency, shall be replaced at the Agency's cost and expense.

8. Indemnity by the Agency. The Agency, its agents, employees and representatives, hereby releases, indemnifies and agrees to hold ICAT and its agents, employees and representatives, harmless from and against any claims or damages against ICAT arising from the services rendered to the Agency by ICAT pursuant to this Agreement, except when a court of competent jurisdiction determines that such claims or damages are due to the gross negligence of ICAT.

9. Amendment. No amendment or modification of this Agreement shall be valid unless and until executed in writing by the parties to this Agreement.

10. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement and make it effective as of the date set forth above.

“ICAT”

IDAHO CENTER FOR ASSISTIVE TECHNOLOGY  
An Idaho non-profit corporation

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dan Dyer, Library Coordinator

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kathy Griffin, Program Director  
Address: 5420 W. Franklin Rd., Ste. A Boise, Idaho 83705

“AGENCY”

\_\_\_\_\_  
(Name of Agency)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title of Signer)

Address: \_\_\_\_\_  
\_\_\_\_\_

Check One of the Following: For Profit \_\_\_\_\_ Non-Profit \_\_\_\_\_  
*No contract is valid without all authorized signatures and full payment of contract price to Idaho Center for Assistive Technology.*