



Contract for Speech Language Pathology Services

Wendell School District attention: Greg Lowe "School" hereby contracts with Toone Inc. Speech and Swallowing Therapy "Provider", to provide speech and language services on behalf of Wendell School District.

School has students that require speech and /or language services as part of their overall special education programs.

Provider desires to contract with the school to offer speech and/or language services to Wendell School District.

THE PARTIES THEREFORE AGREE TO THE FOLLOWING TERMS:

- 1) School shall pay Provider 73.00 dollars per hour for professional services provided by an Idaho Licensed Speech-Language Pathologist. No mileage or drive time will be charged.
- 2) Provider shall bill the school for services provided the previous month on the 1st of each month.
- 3) School shall pay such bill within 30 days of billing. Services not paid within 30 days become subject to a 100.00 dollar late fee. If services are not paid within 60 days Provider may terminate agreement due to non-payment.
- 4) Provider shall maintain malpractice insurance and is responsible for Social Security and Income Tax Withholdings. School is not responsible for workers compensation insurance.
- 5) Provider shall render the following services:
 - a) Perform speech and language evaluations to include observations if necessary.
 - b) Develop and implement Individual Education Programs for each student who qualifies for speech and/or language services, according to the Idaho Manual for Special Education, which may include direct individual or group therapy services, consulting, and/or monitoring of progress.
 - c) Consult and coordinate with appropriate personnel about student services and needs.
 - d) Make recommendations regarding service delivery and the students' needs to the IEP team for team consensus.
 - e) Provider will attend meetings, such as IEP meetings and conferences, when scheduled on regularly scheduled speech and language service days. Provider will make special arrangements per hourly rate agreement above, to attend meetings on non-speech/language service days, or will call into such meetings

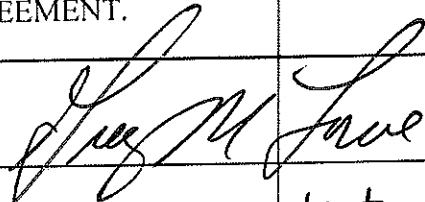



- if necessary at the same hourly rate.
- f) Prepare and maintain appropriate professional records and documentation/reports for all students under the Providers care, which may include developing IEPs, progress notes, treatment notes, and data on students.
 - g) Complete speech and/or language screens per school requests and requirements, when given adequate notice, and coordination.
- 6) Provider will comply with all Federal, State, and Local regulations concerning IDEA and maintenance of confidentiality.
- 7) Provider will submit a W-9 form to be kept on file at the school district office.
- 8) The School will provide testing materials and record forms for students to be tested. The school will provide all necessary documentation forms required by the state.
- 9) In the case of unexpected school cancelations or closures the therapist reserves the right to make every attempt to reschedule a make-up session/day within the same week of the closure to make up for lost time and wages.
- 10) School district will not attempt to employ therapists providing services for Toone, Inc. directly without written consent.

This agreement is in effect for the 2018-2019 school year and may be terminated by either party, without cause, upon no less than thirty (30) days written notice to the other party.

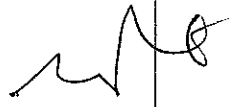
This agreement shall be interpreted under and according to the laws of the State of Idaho.

I ACCEPT THE TERMS SET FORTH IN THIS AGREEMENT DATED THIS 18th DAY OF MAY YEAR 2018, AND EFFECTIVE IMMEDIATELY UPON EXECUTION OF THIS AGREEMENT.

By:  Date: 5/18/2018
Superintendent, Wendell school District # 232

By:  Date: 5/18/18
Tara Ann Toone, Owner, MS CCC-SLP
Toone, Inc. Speech and Swallowing Therapy

Toone, Inc. Speech and Swallowing Therapy. PO Box 596, Gooding, ID 83330 (208) 860-1340



taratoone@yahoo.com

**WENDELL SCHOOL DISTRICT
Service Provider Agreement
For Special Education Related Services**

PHYSICAL THERAPY & OCCUPATIONAL THERAPY SERVICES

- School Contact Person:** Laurie Lancaster
Greg Lowe, Superintendent
- Service Provider:** Primary Therapy Source, LLC
Tax ID # 20-8412998
254 River Vista Place
Twin Falls, ID 83301
Phone: 208-734-7333 Fax: 208-734-8350
Email: primarytherapysource2@yahoo.com
- Physical Therapists:** Jan Yingst, MPT, PCS; Teresa Prine, MSPT;
Jackie Dux, DPT; Trish Howard, DPT; Crystal
Guerrero, PTA; Elizabeth Bigelow, DPT;
Kjersten Grinde, DPT; David Fowers, PTA;
- Occupational Therapists:** Ivan Hardcastle, OTR/L; Joel Vinson, OTR/L;
Mandy Lee, OTR/L; Terry Darrington, OTR/L;
Jennifer Claire, COTA; Tara Parsons, COTA,
Jessica Martin, COTA; Kristin Magalogo,
OTR/L
- Proof of Liability Insurance:** Healthcare Providers Service Organization
Purchasing Group Policy # 581310

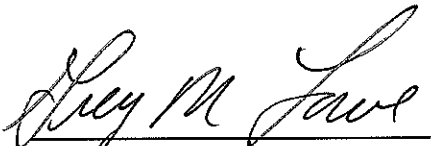
THIS AGREEMENT, entered into this date, 5/8//2018, by and between Primary Therapy Source, LLC, hereinafter the "Service Provider" and Wendell School District. The Service Provider desires to provide and WENDELL SCHOOL DISTRICT desires to purchase physical and occupational therapy services for special education students. Therefore, for and in consideration of the mutual covenants and agreements herein the parties agree as follows:

1. **Term:** This Agreement shall commence on June 30, 2018 and shall continue until terminated. Either party may terminate this Agreement by giving thirty (30) days written notice to the other.
2. **Service Provider Responsibilities:** Provide Physical and Occupational Therapy Services for students in the Wendell School District as a result of referrals from the district, which occur during school hours. The Service Provider shall conduct Physical and Occupational Therapy evaluations, provide written reports and recommendations, provide physical and occupational therapy interventions, provide periodic progress reports, attend and participate in meetings and

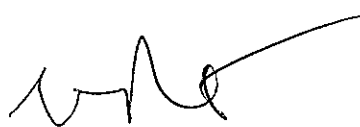
supervision/training as requested and consultation sessions and screenings according to individual student and district needs.

3. **District Responsibilities:** The Special Services Coordinator or the Special Education Teacher will maintain correspondence, such as invitations to the appropriate meetings (IEP, MDT, CST, and annual reviews) and provide verification of parent consent to evaluate students. Special Education Personnel will help arrange for space, any necessary forms, and keep PT and OT information in Special Education Student files.
4. **Payment for Services:** The Service Provider will be compensated for the services provided for physical and occupational therapy at the rate of \$69.00 per hour and \$0.585 per mile round-trip travel between Twin Falls and the Wendell schools. A monthly billing will be submitted to Wendell School District stating the dates of service and students served.
5. **Relationship of the Parties:** This Agreement shall not be construed to create a partnership relationship or the relationship of employer/employee. It is understood the Service Provider is an independent contractor performing and providing services under contract. Accordingly, the Service Provider shall be responsible for all employment taxes, worker's compensation, professional liability insurance and other costs related to self-employment.
6. **Non Solicitation:** Wendell School District agrees not to solicit employment from therapists who are employed by Primary Therapy Source, LLC.

For the District:


Signature

Superintendent 05/18/2018
Title or Position Date



Service Provider:

Jan Yingst, MPT, PCS

Primary Therapy Source, LLC
Signature (Jan Yingst, MPT, PCS)

Managing Member 5/8/2018
Title or Position Date