

## **CONTRACT FOR SPEECH/LANGUAGE SERVICES:**

The Fruitland School District #373, through the Special Education Department, "School", hereby contracts with Mindful Therapy, Inc., "Provider", to provide speech and language services on behalf of the Fruitland School District for the 2018-19 School Year.

Whereas the School has students requiring speech and language services as part of its overall special education programs and the Provider desires to contract with the School to offer such services to assigned schools.

### **THE PARTIES THEREFORE AGREE TO THE FOLLOWING TERMS:**

1. Provider shall bill the School by the 5th of each month for services provided the previous month.
2. School shall pay such bill on or before the 20th of the same month.
3. Provider shall provide a copy of malpractice insurance to the school and is responsible for her own Social Security and Income Tax withholdings, as she is not an employee of the School.
4. Provider shall render the following services:
  - a. Perform speech and language evaluations, as required by IDEA, to include observations if necessary.
  - b. Develop and implement Individual Education Programs for students who qualify for speech and/or language services, according to the Idaho Manual for Special Education, which may include direct individual or group therapy, consulting and/or monitoring of progress.
  - c. Confer with appropriate personnel about student services/needs.
  - d. Make recommendations regarding service delivery and the student's needs to the IEP team for team consensus.
  - e. Provider will attend meetings, such as IEP meetings and conferences, given adequate notice, as she is able.
  - f. Prepare and maintain appropriate professional records and reports for all students under Provider's care, which may include developing IEPs, progress reports, notes and data on students, and Medicaid billing requirements.
  - g. Provide consultation/training/supervision to staff regarding speech and language needs and programs of the students.
  - h. Case manager of Speech Impairment and Language Impairment students as determined.
5. PROVIDER WILL COMPLY WITH ALL Federal, State and Local regulations concerning IDEA and maintenance of confidentiality.
6. School will provide access to required assessment and screening materials, district forms, duplicating services, a computer and computer software programs.
7. School shall pay Provider \$75.00 dollars per hour for each hour services are provided, up to 24 hours per week. School will also allow Provider one additional day before school year starts to get set up, and one additional day after school year is over to wrap up.
8. Provider will be reimbursed mileage at the federal mileage rate not to exceed 96 miles round trip per day.

THIS AGREEMENT SHALL BE INTERPRETED UNDER AND ACCORDING TO THE LAW AS OF THE STATE OF IDAHO.

DECISION FOR EXTENSION OR NONRENEWAL OF THIS AGREEMENT BY EITHER PARTY FOR THE 2019-20 SCHOOL YEAR WILL BE MADE BY JUNE 1, 2019.

If therapist decides not to renew, notice will be given in writing to the Special Education Director 30 days prior to the first day of school for elementary school.

I accept the terms set forth in this agreement and effective immediately upon execution of this agreement.

\_\_\_\_\_  
Signature -- School

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature -- Provider

\_\_\_\_\_  
Date