



AGREEMENT FOR SERVICES

This AGREEMENT FOR SERVICES (hereinafter referred to as "Agreement") is entered into by and between Children's Therapy Place, Inc., an Idaho Corporation, (hereinafter referred to as "Provider") and Emmett School District #221 (hereinafter referred to as "ESD").

RECITALS

WHEREAS, Provider provides occupational therapy services, and

WHEREAS, ESD desires to contract for such occupational therapy services by retaining Provider as an independent contractor.

NOW THEREFORE, in exchange for the provision of such occupational therapy services and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Provider and ESD hereby covenant and agree as follows:

1. Provider agrees:

- 1.1. To provide ESD with occupational services through the utilization of qualified, certified and/or licensed therapists.
- 1.2. To provide screenings, evaluations, and treatment for individuals and/or group clients.
- 1.3. To provide a monthly statement based on a fee of \$68.00 per hour for services provided by an Occupational Therapy Assistant and Occupational Therapist. One hour of travel time per day to be added for each therapist commuting from outside the Emmett School District.
- 1.3. To maintain the necessary records as required by ESD.
- 1.4. To provide administrative services necessary for the completion of required reports and records.
- 1.5. To participate in meetings and "staffings" as necessary.
- 1.6. To provide proof of liability, malpractice and worker's compensation insurance.

2. ESD agrees:

- 2.1. That the service rates as set forth above are reasonable and ESD agrees to the payment of such rates for services provided. Further, ESD agrees to remit such payment within thirty (30) days of receipt of a billing statement. A service charge will be applied to late payments at the rate of one percent (1%) per month for each statement past due.**
- 2.2. To provide adequate space in which therapy can be delivered in accordance with program philosophy.**
- 2.3. To make records of clients available to professional therapy staff members as necessary to provide services.**
- 2.4. To provide materials (e.g., diagnostic, therapy, etc.) necessary for service provision, or reimburse Provider for providing own materials necessary for service provision specifically evaluations and screening materials. Provider will supply statement for reimbursement of materials.**
- 2.5. To not solicit for hire or directly employ or contract with any employee or independent contractor engaged by Provider for the provision of services contemplated by this Agreement to ESD during the term of this Agreement and for a period of two (2) years subsequent to the termination of this Agreement.**

3. Other terms.

- 3.1. The term of this Agreement shall commence on August 1, 2020 and cease on July 31, 2021, unless otherwise renewed. Further, this Agreement may be terminated by either party upon thirty (30) days written notice to the other.**
- 3.2. Provider and ESD agree to retain all required records for provision of services contemplated herein for a period of three (3) years, which time period shall commence upon final payment for service or resolution of a pending matter, whichever shall occur later.**
- 3.3. The parties acknowledge that the remedy at law for any breach by ESD or the provision set forth herein at Section 2.5 will be inadequate, and Provider shall be entitled to injunctive relief for the enforcement of this Agreement in addition to receiving such other compensation for damages as a court of competent jurisdiction may award. The provisions of this section shall survive any termination of this Agreement for the periods provided for in this Agreement.**
- 3.4. If any portion of this Agreement shall be declared to be invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed modified to the extent necessary to comply with applicable law, and such modification shall, to the extent possible, comply with the intent of the parties as expressed in this Agreement, and the remaining portions of this Agreement shall continue in full force and effect. This**

Agreement can only be modified or amended by the written agreement of the parties, and this Agreement shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties hereto.

- 3.5. Any question of interpretation of this Agreement shall first be attempted to be resolved through mutual negotiation. If such negotiation should fail, the parties agree to select a neutral and qualified mediator, and submit the matter for mediation, each party to pay its own costs. If such mediation should fail and any party is required to initiate or defend litigation with respect to the terms of this Agreement, the prevailing party in any such litigation shall be entitled to reasonable attorney's fees and costs incurred in connection with such litigation, including any appeal.
- 3.6. This Agreement and all other documents referred to herein shall be construed, interpreted and applied, and the rights and obligations hereunder determined, in accordance with the laws of the State of Idaho.
- 3.7. The persons executing this Agreement warrant his or her authority to do so and bind their respective entity.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed on this 23 day of June, 2020.

EMMETT SCHOOL DISTRICT #221

By: 

CHILDREN'S THERAPY PLACE, INC.

By: _____
Sondra McMindes MS, CCC-SLP
President

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EMMETT SCHOOL DISTRICT #221

By: [Signature]

CHILDREN'S THERAPY PLACE, INC.

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Sondra McMindes MS, CCC-SLP
President