

MOUNTAIN THERAPY & EDUCATION SERVICES, LLC
Service Agreement

This Agreement made effective on the 19th day of June, 2023 by and between Mountain Therapy & Education Services, LLC, herein after called “Agency,” and Wellsboro Area School District, herein after called “School District.”

The Agency and School District agree to the terms and conditions set forth below and in accompanying Exhibits, attached incorporated herein.

The Agency and Intermediate Unit agree:

1. SCOPE OF SERVICES

- a. The Agency will provide the School District with speech and language therapy services rendered by a qualified, state licensed, and ASHA certified speech-language pathologist.
- b. The Agency will provide services as described as direct or indirect therapy services as indicated on each student’s Individualized Education Plan (IEP) that shall include, but is not limited to, planning, intervention, assessments, report and IEP writing, participation in IEP reviews and parent conferences, related travel, consultation with classroom teachers and other staff members, and management of required documentation and attendance.
- c. The Agency will provide services at the specified Wellsboro Area School District building.

2. TERM AND TERMINATION

- a. The term of this Agreement shall commence on June 19, 2023 and end on July 20, 2023, unless terminated earlier in accordance with the terms and conditions set-forth. This term may renew upon a written agreement of the parties evidencing such intent to renew.
- b. Termination without Cause: Either party has the right to terminate the Agreement without cause by giving 30 days written notice.
- c. Termination with Cause: Either party reserves the right to terminate the Agreement immediately if the other party fails to comply with any terms or conditions of this Agreement and such failure continues for 15 days following receipt of written notice.

3. COMPENSATION

- a. Compensation shall be \$75.00 for each individual session, \$37.50 for each student in a group session, and \$75.00 for an IEP review meeting for a maximum caseload of 15 students. Travel shall be reimbursed at the IRS reimbursement rate of \$0.655/mile when travel exceeds 5 miles from the location of the Agency’s office at 127 Main St, Wellsboro, PA 16901.
- b. The Agency shall submit a monthly invoice based on the rate listed above within 5 days of the end of the month. The invoice shall contain description, location, time, and date of services.

- c. The School District will provide payment to the Agency within 14 days of receipt of a submitted invoice. Payment can be mailed to Mountain Therapy & Education Services, LLC, 127 Main St, Wellsboro, PA 16901.
4. INSURANCE
 - a. The Agency agrees to maintain professional liability and malpractice insurance and provide the School District with proof of insurance upon request.
 5. CONFIDENTIALITY
 - a. Information relating to individuals who may receive services pursuant to this Agreement shall be confidential and maintained and used only for the purposes intended under this Agreement, in accordance with any applicable State or Federal laws, rules, and regulations. The Agency specifically covenants and certifies that it will comply in all respects with the federal Health Insurance Portability and Accountability Act (HIPAA), the HIPAA Privacy Rule, and the HIPAA Security Rule with respect to the Protected Health Information (PHI) of students receiving services.
 - b. The Agent specifically covenants and certifies that it will comply in all respects with the Federal Family Educational Rights and Privacy Act (FERPA) with respect to the privacy of student educational records including confidentiality and security of both physical and electronic records.
 6. LICENSES
 - a. The Agency hereby agrees that she will obtain, at her own expense, all licenses or permits necessary for paying any and all fines or penalties incurred as a result of any improper or unlicensed services.
 7. INDEPENDENT CONTRACTOR STATUS
 - a. Both parties agree that the terms of the Agreement do not constitute a formation of a partnership, joint venue, employer-employee, or other relationships and no form of agency exists between the parties.
 - b. The School District agrees to submit a W-9 form with the Agency submitting a completed W-9 form and Request for Taxpayer Identification Number and Certification with federal identification number.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed and do each represent that their respective signatory whose signature appears below is fully authorized to execute this Agreement.

WELLSBORO AREA SCHOOL DISTRICT

MOUNTAIN THERAPY & EDUCATION SERVICES, LLC

BY: _____

BY: _____

DATED: _____

DATED: _____