

Physical Therapy Contract
between
Woodland School District #404
800 Second Street
Woodland, WA 98674
and
Lori J. Schmidt, PT. Inc.

This agreement is made for the 2017-2018 school year by and between Woodland Public School District (hereinafter referred to as "Client") and Lori J. Schmidt, PT, Inc. (hereinafter referred to as "Contractor"), is made in good faith for the purpose of providing needed consultative services to the Special Education Department of said Client.

The Contractor holds a valid Washington license and Washington ESA Certificate. The Contractor is versed in Special Education Law and the Washington Administrative Code.

1. **INSURANCE:** Contractor shall maintain
 - a. Occurrence type of professional liability insurance in the amount of \$1,000,000/\$3,000,000.
 - b. Self-paid Washington State Workmen's Compensation insurance.
 - c. Contractor shall be responsible for own affordable health care coverage.

Employees of the Client (which may be instructed by the Contractor) are covered by the Client's insurances.

2. **TAXES:** Contractor shall be responsible for own federal or state taxes, including business and license fees and taxes, income, and FICA taxes, including filing requirements.

3. **TERMS OF AGREEMENT AND TERMINATION:**

This agreement shall remain in effect from August 15, 2017 through June 30th 2018 . By mutual consent, this contract may be terminated with 30 days prior written notice by either party. In addition, the District will make a decision regarding contract renewal for the 2018-2019 school year on or before April 15th, 2018. Any contract renewal will be determined by mutual agreement of the parties; no minimum of compensated hours shall be provided during the term of this agreement.

4. **SERVICES TO BE PROVIDED:**

- a. Client will notify contractor by telephone, in person, or in writing of the type of therapy services requested and the location where those services are to be performed. At the time of notification, a mutually-agreed date for the provision of said services will be established. If, for any reason on either side, the agreed-upon services cannot be performed, reasonable notification will be made and/or alternative arrangements or services will be made available.

b. Contractor's service may include the provision of assessment of identified special needs students, written assessment results, program planning as needed and as established in an Individualized Education Plan. Instructional services to students may be provided by an assistant employed by the Client. According to Washington State Licensing Law, the Contractor may provide periodic supervision of documentation and treatment rendered by the Physical Therapist Assistant. The Contractor may also, when requested, provide consultation to the Classroom Teacher for his/her consideration in providing maximum educational opportunity to identified students.

c. Service provision shall be provided on site in the Woodland School District. Off-site services will be determined according to need to complete the requirements related to the on-site services.

d. Scope of work includes: (1) Direct student services: general ed., Resource, preschool, moderate disabilities and significant disabilities (2) IEP and DOE meetings and their paperwork and (3) Assessment of new students and re-assessment and the corresponding paperwork.

e. Contractor may participate in other aspects of a student's plan, as deemed appropriate by both the Client and Contractor.

f. It is understood by both parties that unforeseen circumstances (such as weather or transportation difficulties) at times can prevent the completion of services. Therefore, the Client agrees to hold the Contractor harmless for any loss, claim or damage that the Client may suffer as a result of Contractor's failure to complete the agreed-upon services. Instead, Client will reschedule a completion date as agreed upon by both parties.

g. Client agrees to provide space as needed for any particular service provision.

5. **AMENDMENTS:** This agreement may be amended by mutual consent when proposed changes are approved, in writing, by the respective parties.

6. **FINANCIAL CONSIDERATIONS:** Timely payment for Contractor's services at the rate of seventy-five (\$75.00) dollars per hour of services rendered, which rate shall include all of Contractor's expenses, upon Contractor's providing the Woodland School District with a monthly invoice. Contractor shall submit the invoice by the 15th of the subsequent month being invoiced, with payment being issued by the 1st of the next month. The Woodland School District shall be responsible for accurate and complete 1099 reporting.

7. **RECORDS AND REPORTS:** The Contractor agrees to maintain records for a period of four years after providing services, and to make such records available for review by an authorized representative of the United States Department of Health and Human Services or the U.S. Controller General. The purpose of this is to comply with Section 1861(v)(1)(1) of the Social Security Act. The Contractor agrees to maintain such books, documents and records as are necessary to certify the nature and extent of the reasonable cost of services to the Client. Student assessment, medical, and program records shall remain the sole property of the Client.

8. SCREENING: The Contractor agrees to comply with RCW28A.400.330. Any failure of the contractor to comply with the requests of this statute shall be grounds for the Client to immediately terminate the contract.

9. CHOICE OF LAW: This agreement shall be governed by the laws of the State of Washington. The parties hereby agree that any suit in connection with this agreement shall lie in Cowlitz County, Washington.

10. SEVERABILITY: If any of the provisions of this agreement shall be held invalid, the remainder of this agreement shall not be affected thereby.

Dated this _____ day of _____, 2017.

_____	_____	_____	_____
LORI SCHMIDT	Date	Superintendent or Designee	Date
Physical Therapist		WOODLAND SCHOOL DISTRICT #	

Social Security # or TIN #

Washington Business License #

Mailing Address

City, State ZIP

Telephone #

_____	_____
Debbie Kernen	Date
Director of Special Education	
WOODLAND SCHOOL DISTRICT #101	