



PO Box 151, Cheney WA, 99004  
1420 W. Sierra Way, Spokane WA, 99004

Contract for Professional Services  
Between Forrest Bird Charter School District and Solomon Speech/Occupational Therapy  
For School Year 2024-2025

Purpose of Agreement:

To establish roles and responsibilities of Forrest Bird Charter School District (FBSD) and Solomon Speech/Occupational Therapy (SSOT) in the provision of Occupational Therapy (OT/COTA) services to Forrest Bird Charter School District Students.

Terms of Agreement:

This agreement shall be in effect for the 2024-2025 school year beginning August 19, 2024 to June 13, 2025

Services and Responsibilities of Forrest Bird Charter School District (FBSD):

- FBSD is to identify students who will need to be screened or evaluated by OT/COTA services based upon school academic criteria.
- FBSD will follow all IACs for school administration of OT/COTA services.
- FBSD will reimburse SSOT based upon established fee schedule.
- FBSD will provide internet service, computer and appropriate para-professional staffing, if needed, for any online services provided.

Services and Responsibilities of Solomon Speech/Occupational Therapy (SSOT):

- SSOT Shall maintain current certification as school OT/COTA services in state represented and shall provide proof upon request.
- SSOT shall follow state laws for school administration of OT/COTA services.
- SSOT shall provide recommendations for implementing treatment of students.
- SSOT shall adhere to established FBSD written policies and procedures during staff and student contracts.
- When deemed necessary, SSOT will provide regular instruction/services for students either in person or via remote therapy.
- SSOT shall document instruction and progress related to students specialized services.
- OT will have communication materials written and ready for presentation by the time of Evaluation/IEP meeting, whether OT can attend the meeting or not.
- SSOT shall perform duties regardless of the unplanned school closures, activities planned or length of the school day and will be compensated for the full time.

--The contractor and its agents shall perform all duties pursuant to the Contract without conviction of any crime against persons, nor be found in any dependency action by a court in a domestic relation's proceeding or in any disciplinary board final decision to have sexually assaulted or exploited a minor. The contractor shall ensure that all individuals having unsupervised access to children in the performance of this agreement have no prior conviction, civil adjudication of a crime pursuant to ISL: Title 33-103.

#### Fees and Caseloads:

--Taxes: SST holds PSD harmless for all liability for withholding state and federal income tax, L&I contributions, and other employer liability now or subsequently imposed on the part of the employer.

--FBSD will provide appropriate tax information at the end of each calendar year.

--SSOT shall be compensated at a rate of \$125 per hour for OT services and \$110 for COTA services including evaluations, therapy, documentation time, meetings, and consultations with teachers and parents.

--SSOT shall be compensated for up to an average of 2 hours a week, depending on caseload for all OT/COTA services up to 3 students including therapy, documentation time, meetings, and consultations with teachers and parents. Total payments to SSOT will be billed and shall be paid monthly.

Any Medicaid billing which requires OT/COTA input will be added to the total at the same respective hourly rates stated above.

--SSOT shall be compensated at the federal standard mileage rate per mile round trip between his/her residence and the school per contracted day.

--Caseloads are as follows: up to 3 students for OT services.

#### Indemnification:

--Each party to this agreement shall assume liability for all claims, agreements, promises, demands, suits, actions and causes of action, including all costs of the suits arising out of the actions, error or omissions of itself, its employees, its agents and its officers. Neither party assumes any responsibility for the actions of the other, or for the consequences of any act or omission of any person, firm or corporation not party of this agreement.

#### Exclusivity:

--SSOT is an Independent Contractor, and as such may perform school-based services with other entities.

#### Access to Records:

-- FBSD shall provide SSOT with all pertinent record information for students who are being considered or addressed with occupational concerns. This may include a picture of each child for SSOT files. SSOT will not disclose student information to anyone not directly involved in the care of the student per FERPA requirements.

#### Amendments:

--This agreement may be modified or changed only upon the execution of a written agreement by both parties.

Governing Law:

--This agreement is subject to applicable federal, state and local laws. This agreement is made and shall be construed and performed under applicable federal, state and local laws.

The undersigned have entered into this agreement and have read the terms within:

Solomon Speech/Occupational Therapy  
Solomon, Owner

Forrest Bird Charter School District John  
Mary Jensen, Executive Director

\_\_\_\_\_ Date: \_\_\_\_\_

*Mary Jensen* \_\_\_\_\_ Date: 8/20/24