

Professional Service Agreement

Collaboration Therapy LLC ("Company") and Tiffin City Schools ("School") (each a "Party" and both the "Parties") mutually agree as follows:

1. A licensed speech-language pathologist, associated with Company, will provide Speech-Language Services to the School July 1, 2026 and continuing through June 30, 2027
2. "Speech-Language Services" are to include:
 - 2.1. Any or all of the following:
 - 2.1.1. Screening of speech-language and dysphagia disorders.
 - 2.1.2. Diagnosis of speech-language and dysphagia disorders.
 - 2.1.3. Treatment of speech-language and dysphagia disorders.
 - 2.1.4. Preparation of materials necessary for such treatment.
 - 2.1.5. Record keeping and documentation.
 - 2.1.6. Progress notes as identified in student's IEP.
 - 2.1.7. Writing speech-language IEP goals and objectives.
 - 2.1.8. Consultation with school officials and families.
 - 2.1.9. Attendance at IEP and other meetings as necessary.
3. Compensation
 - 3.1. Company shall be compensated for all Speech-Language Services provided in monthly payments of an hourly rate of \$70
 - 3.2. All amounts payable under this Agreement shall be paid directly to Company.
4. Company Responsibilities
 - 4.1. Company shall provide Speech-Language Services to a standard of quality typical of professionals in the speech-language industry.
 - 4.2. Company shall perform its duties and responsibilities under this Agreement with commercially reasonable best efforts.
 - 4.3. Company shall complete all required documentation (ETRs, IEPs, progress notes, Medicaid billing) in compliance with federal and state timelines and district procedures.
 - 4.4. Company shall carry professional liability insurance.
5. School Responsibilities
 - 5.1. School will use commercially reasonable efforts to assist Company in providing Speech-Language Services.
 - 5.2. School will provide a clean, quiet and private treatment space.
 - 5.3. School will provide any materials or support services required by Company to include testing materials and/or any available treatment materials. Company will be notified as soon as possible if testing materials or treatment materials are not accessible.

6. General Terms.

- 6.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one signed agreement between the Parties. Signatures may be transmitted by facsimile or a scanned copy and shall be deemed original.
- 6.2. This Agreement, including all schedules and exhibits that are incorporated herein by reference, contains the entire agreement of the Parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements, and prior agreements related thereto are merged herein and superseded hereby. The provisions of this Agreement may not be amended, except by an agreement in writing signed by authorized representatives of both Parties.
- 6.3. Company is an independent contractor of School and not an employee, agent, partners, representative or broker of School.
- 6.4. Each Party shall at all times comply with all applicable laws and government rules, regulations, and guidelines pertaining to its business, products or services, employment obligations, and the subject matter of this Agreement. This Agreement shall be governed by and construed under the laws of the State of Ohio, without giving effect to its choice of law rules.
- 6.5. This agreement may be terminated by either party with a 60 day written notice of termination.
- 6.6. All decisions regarding eligibility, service minutes, goals, and placement remain the responsibility of the IEP team in accordance with IDEA and Ohio Operating Standards
- 6.7. If services vary from the contracted number of hours in paragraph one above, due to illness, professional meetings, inclement weather, school closing, or additional hours approved by the Director of Special Education, appropriate adjustment will be reflected in the final month's billing.
- 6.8. Company agrees to ensure continuity of services in the event of staff absence, turnover, or vacancy, including providing a qualified substitute when possible.

7. Notices

Any notice or other communication required or desired to be given shall be deemed sufficiently given when delivered personally or via first class certified mail to addresses as follows:

Tiffin City Schools
244 South Monroe Street
Tiffin, OH 44883

Collaboration Therapy LLC
300 South Washington Street
Tiffin, OH 44883

Authorized Signature for the School/District



Collaboration Therapy LLC
Katlyn Martin President

Date



Date