

10677 N Jerling Dr., Highland UT 84003 Phone: 801-358-0402 Fax: 801-772-0650

## Contract for Speech-Language Pathology Services Between ASB Inc & Lakeview Academy

Whereas it is the desire of <u>Lakeview Academy</u> to provide Speech Language Pathology services to its students, and Whereas ABSI-LLC desires to staff and serve the Speech Pathology services for <u>Lakeview Academy</u>.

This agreement is made and entered into this 1<sup>st</sup> day of May 2021 by and between ABSI-LLC, hereafter referred to as Speech Pathologist and <u>Lakeview Academy</u> referred to as School.

It is mutually agreed between parties as follows:

- 1. <u>Establishment of Service</u>: Speech Pathologist shall staff the Speech Pathology department and provide the Evaluation & Treatment materials necessary to perform the services established in the Individual Education Plan and associated activities at the request of the Principal/Director. ABSI-Speech agrees to follow the rules and guidelines established by USBE for Speech-Language Services to the students of the school. The Agency will provide a suitable space required to deliver appropriate services for the school and to store needed supplies.
- 2. <u>Compensation:</u> School shall pay Speech Pathologist on a fee-for-services-rendered basis at a rate of
  - a. \$62.50/hour. The School will provide all evaluation materials all Treatment materials, including an Audiometer. (ABSI-LLC will be happy to make suggestions to LVA for evaluation and treatment materials specific to LVA's students needs if requested).
  - b. Speech Pathologist shall provide the School with a statement of total monthly fees, listed by date. The statement shall be submitted to the School within 7 days of the end of the previous calendar month. All amounts payable to Speech Pathologist shall be mailed by the 10<sup>th</sup> of the month following the month in which the services were rendered, provided the terms of agreement have been met. Monies not received by the 10<sup>th</sup> of the month following the billed service will be charged a late fee.
- 3. <u>Speech Pathologist as in Independent Contractor:</u> Speech Pathologist in performing this contract shall be an independent contractor and shall not be considered an employee of School for any purpose whatsoever.
- 4. <u>Restrictive Covenant</u>: Employees or independent contractors utilized by ABSI-LLC shall not be considered for employment, employed or otherwise utilized by the School in any manner in which remuneration is paid directly to the individual without the expressed



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- written consent of ABS Inc. per this agreement. Failure to comply will result in a fine of \$5,000.00 paid to ABS Inc. by both the School and the said employee or independent contractor of ABSI-LLC.
- 5. <u>Duration</u>: The duration of this contract shall be for an initial period of the 2021-2022 school year. The Agreement will be renewed for successive one-year terms under the same terms and conditions. The contract may be terminated at any time by 60 days written notice by either party hereto subscribed. Agreement may be amended by written consent of both parties and all amendments shall be attached to this Agreement and made a part thereof.

| ABSI-LLC<br>10677 N Jerling Dr                                | <u>Lakeview Academy</u><br>527 West 400 North Saratoga Springs, |
|---|---|
| Highland, UT 84003  | UT 84045  |
| (801) 358-0402 Fax (801) 772-0650<br>Carinslp@absi-speech.com | Phone: (801) 331-6788, (801) 331-6788                           |
| Date  | Date  |

Addendum: For the School Year 2021-22, ABSI-LLC will provide Kindergarten Speech/Language/Hearing screenings as a professional Courtesy.