



1445 Chartres Street LaSalle, IL 61301-1508

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LWoffice.sprout@mail.com

Professional Service Agreement

Between

Sprout Educational Services

And

PUTNAM COUNTY SD #535

- 1) **Service Agreement.** This Professional Services Agreement (“Agreement”) is made by and between Sprout Educational Services, (“Sprout”), and Putnam County SD #535, (“Client”). It is anticipated that Sprout will involve their own employees, agents, or contractors in performing this Agreement.
- 2) **Independent Contractor Relationship.** This Agreement establishes an independent contractor relationship between Sprout and the Client (hereinafter referred to collectively as “the Parties”) and all of the terms and conditions of this Agreement shall be interpreted in light of that relationship. Sprout agrees to furnish professional services as provided in this Agreement as an independent contractor using Sprout’s own means and methods. There is no intention to create an employer-employee or agency relationship between Sprout’s personnel and the Client by this Agreement. This Agreement does not authorize Sprout to perform any services that would cause Sprout or its employees to be considered employees or nonemployee agents of the Client for tax, employment, liability, or other purposes. Sprout acknowledges and agrees that Sprout and its personnel will not be eligible for and will not receive any of the benefits provided by the Client to the Client’s employees. Sprout is not, and shall not hold itself out to be, vested with any power or right to bind the Client contractually or to act on behalf of the Client as its contacting broker, agent, or otherwise.
- 3) **Criminal Background Check.** Any individual representing Sprout, working on school premises or with Client’s students shall submit to a criminal history records check with the Illinois State Police and Federal Bureau of Investigation. Sprout shall pay the cost of background checks.
- 4) **Term.** The term of this Agreement shall take effect August 2026 and shall continue through June 2027 or until the Agreement is terminated in accordance with its terms. Services provided before the Agreement date will be billed with the first invoice rendered. Please return the Agreement by May 1, 2026 to assure continuation of services. An Agreement for the 2027-2028 school year will be received by the Client prior to March 30, 2027.
- 5) **Services.** The objective of this Agreement is for Sprout to provide sufficient Physical Therapy and Occupational Therapy services for the Client’s students, so that the Client may fulfill its responsibility to provide a free, appropriate public education to its students, as required by IDEIA, 20 U.S.C. 1400



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et seq. The obligations of Sprout identified in this Agreement are collectively referred to as “Services”. Those Services include:

The provision of Occupational Therapists and Assistants and Physical Therapists and Assistants who are properly licensed to provide occupational in Illinois’ public schools and are otherwise determined to be qualified to provide occupational or physical therapy in public schools and are familiar with the responsibilities of supportive services as that term is used in IDEIA and under Illinois law regarding the provision of special education.

- a) Prepare for and participate in IEP meetings;
 - b) Provision of direct and consultative OT/PT services, as stated in students’ IEP’s;
 - c) Student evaluations to determine possible eligibility for OT/PT, as requested through the Client’s referral process.
 - d) Providing ongoing consultation and collaboration with school staff and parents;
 - e) Availability to assist in the Client’s RTI process as requested;
 - f) Recommending training to Client and providing teacher/staff training as requested;
 - g) Daily documentation and data collection related to the provision of OT/PT, including completion of Medicaid logs;
 - h) Attendance at student team meetings as requested;
 - i) Facilitation of student equipment needs.
- 6) **Supports.** Sprout will provide the following supports to Sprout personnel assigned to the Client with no separate charge to the Client. These supports were taken into consideration and incorporated into the hourly rate set for Service.
- a) Management of the referral process for OT/PT, in consultation with the Client;
 - b) Monitoring of the delivery of appropriate therapy as stated in students’ IEP’s;
 - c) Monitoring and management of caseloads of Sprout personnel, in consultation with the Client;
 - d) Verification of the Client’s administration regarding the needs of the Client’s students that are addressed by OT/PT;
 - e) Providing ongoing support, training, mentorship, and management of Sprout personnel in the performance of the Services.
 - f) Support to Sprout personnel assigned to the Client in communication and clerical tasks desirable and necessary to the performance of the Services identified in this Agreement.
- 7) **Work Space.** The Client will provide appropriate treatment and workspace for the use of Sprout personnel on school district premises.
- 8) **Staffing levels.** Sprout will provide adequate Physical and Occupational Therapy service hours to meet aforesaid IEP and support obligations.
- 9) **Fees.** The cost billed to the Client is \$ 81 per hour of OT/PT services. Mileage incurred by Sprout personnel in the performance of the work identified to this Agreement will be the responsibility of Sprout.



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- 10) **Billing.** Billing will be handled on a monthly basis, with each bill received by the Client's Business Office on or before the 20th of each month for Services rendered the previous month. Payment is required within 45 days of receipt.

Bills will be itemized, reporting each named therapist, the days actually worked by the therapist, and the hours worked. The appropriate documentation to support the bill will be determined by the Client in collaboration with Sprout.

Sprout will not bill insurance companies or any other parties for any Services. Client shall pay Sprout Educational Services directly by check and shall send such payments to:

Sprout Educational Services
1445 Chartres St.
LaSalle, IL 61301

- 11) **Termination.** This Agreement may be terminated by either party by providing 90 days written notice of termination.

Sprout will provide an invoice for any outstanding billing and final payment within (14) days from the effective date of termination. Client shall pay the final invoice within (45) days of receipt of the same.

- 12) **Indemnification.** The Client hereby agrees to defend, indemnify and hold harmless Sprout, its agents and employees, and each and every one of them, from and against all suits, costs, claims, expenses, liability, and judgments of every kind and description actually and reasonably incurred, whether threatened, pending, or completed, including claims, suits, costs, expenses and judgments of officers, agents, and employees of the Client, and from and against all damages and expenses to which Sprout may be subjected by reason of the actions of the Client's officers, agents and employees.

Sprout hereby agrees to defend, indemnify and hold harmless the Client, its agents and employees, its officers, agents, and Board members, and each and every one of them, from and against all suits, costs, claims, expenses, liability and judgments of every kind and description actually and reasonably incurred, whether threatened, pending, or completed, including claims, suits, costs, expenses and judgments of officers, agents and employees of Sprout, and from and against all damages and expenses to which the Client may be subjected by reason of the actions or inaction of Sprout, its employees, or agents pursuant to the performance of this Agreement.

- 13) **Force Majeure.** Sprout will not be held liable for any failure to perform its obligations under this agreement where one or more of the following acts makes performance impossible, infeasible, or unsafe: acts of god, acts or regulations of public authorities, civil tumult, insurrections, riots, epidemic, pandemic, acts or threats of terrorism, interruption or delay of transportation service, labor difficulties, or strike, fires, explosions, floods, shortages of energy or other essential services, or



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any other legitimate cause beyond the reasonable control of Sprout.

- 14) **Non-Compete Agreement.** For a period of (18) months following the expiration or termination of the Agreement for any reason, at the option of either party, the Client will not hire any employees of Sprout Educational Services, and will not directly or indirectly solicit, induce, recruit, or encourage any Sprout Educational Services employees to leave their employment, either on behalf of the Client or for any other person or entity.

- 15) **E-Learning.** If the client utilizes E-Learning to provide a continuum of learning for students, Sprout Educational Services will be available for consultations, completing reports, completing notes, talking with teachers, creating individual programs for students, and talking with parents. These days will be considered billable to the district. Each Therapist will be available to the district during their normal schedule in each school they are assigned to.

- 16) **Complete Agreement.** This Agreement represents the entire Agreement of the Parties hereto and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement.

- 17) **Authority.** Sprout and Client hereby warrant and represent to each other that the persons executed this Agreement on their behalf have been properly authorized to do so by the appropriate authorities.

- 18) **Amendments.** No change, modification, or amendment to the agreement is valid unless reduced to writing and approved by the Parties' authorized representatives.

Date: _____

Date: 2.13.26

Administrator
Putnam County SD #535



Megan Hart, OTR
Co-Owner, Vice President