

## SPEECH THERAPY CONTRACTING AGREEMENT

This is a Speech Therapy Contracting Agreement (“Agreement”) is made and entered into as the 27th day of July 2023 (“Execution Date”) between Hopkins County School District and Southern Kentucky Speech Therapy, LLC a Kentucky limited liability company.

### AGREEMENT

**NOW THEREFORE**, in consideration of the foregoing premises, the mutual covenants and obligations of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Term.** Subject to all of the terms and conditions of this Agreement, the term of this Agreement shall commence on the Execution Date and terminate on June 15th, 2024 (hereinafter “Term”).
2. **Contract.** Subject to all of the terms and conditions of this Agreement, Southern Kentucky Speech Therapy agrees to contract Hopkins County School District during the Term and Hopkins County School District agrees to accept employment with Southern Kentucky Speech Therapy during the Term. This means that either Hopkins County School District or Southern Kentucky Speech Therapy may terminate the employment relationship at any time and for any reason, with or without cause. Hopkins County School District is required to give a minimum of 60-day written notice of termination, and Southern Kentucky Speech Therapy, LLC will give a minimum of 60-day written notice of termination of services. All services rendered by the Hopkins County School District shall be rendered in a competent, efficient, and professional manner and in strict accordance with currently approved methods and practices of the SLP’s profession. All payments shall be made within 30 days of submission of invoice.
3. **Qualifications.** During the Term, the subcontracted SLP shall maintain a valid KY Speech-Language Pathology License and CCC’s. The sub contractor will also maintain and provide a certificate of limited liability insurance.
4. **Services.** Southern Kentucky Speech Therapy shall provide professional speech-language pathology services online to students/schools. Services will be furnished in accordance with the plan of treatment or the Individualized Education Program (“IEP”). Hopkins County School District agrees that such services shall include but not be limited to:
  - a. Providing appropriate speech therapy services on a regular basis according to IEP specifications at the online speech therapy meeting room.
  - b. Providing appropriate documentation required by the School.
  - c. Developing and following the IEP for the student’s communication deficits or work with appropriate school staff to adjust the IEP to meet the student’s needs.
  - d. Evaluating communication skills of students as requested. Articulation and language evaluations may be completed via teletherapy for three year evaluations. However,

there may be instances where the student's attention and focus does not allow for thorough assessment of language skills via telehealth. Then the teletherapist will request an in person SLP to complete the evaluation, if warranted. The teletherapist does not complete initial evaluations or screenings as part of the RTI process.

- e. Communicating regularly with appropriate staff via email or phone.
  - f. Participating in student's IEP meetings and appropriate conferences via computer or phone.
  - g. Making reasonable efforts to reschedule any school/student canceled sessions as the Hopkins County School District's schedule allows.
  - h. Subcontractor will follow policies and procedures for billing Medicaid through the system designated.
5. **Compensation.** Hopkins County School District will provide payment after receiving a timesheet on a monthly basis to Southern Kentucky Speech Therapy, LLC the sum of invoice, and in a timely manner. All payments should be paid within 30 days of the invoice. **The subcontracted SLP(s) will bill for direct services (therapy, evaluations, meetings, collaborating with staff) and indirect service time (includes paperwork, billing, planning for sessions, sending emails, scheduling, and/or any other duties required to complete the job) at \$60.00 per hour.** Exceptions would be during school breaks when the subcontractor is not working or not completing indirect services.
6. **Caseload.** The Kentucky Speech and Language Licensing Board sets forth caseload caps that can not exceed 13 students per day working in a public school setting. This number should be slightly reduced if the subcontractors are not able to work a full 8-3 school day. The subcontractor will work with Hopkins County Schools if a student is deemed not appropriate for teletherapy or not making adequate progress. Appropriateness for caseload was discussed by Amber Espinola, Owner Southern Kentucky Speech Therapy, LLC with Hopkins County School District. It is noted that not all students are appropriate for teletherapy. Students placed in resource classrooms such as MSD or FMD are not always appropriate for teletherapy and the teletherpists reserved the right to state that a student is not appropriate and should be placed with the district's in person therapist. **Hopkins County School District will provide an instructional assistant "virtual assistant" to be with the students during teletherapy sessions, run the schedule, and file due process paperwork. This allows for students to be directly supervised, have assistance with technology, and access or manipulate materials as needed. The virtual assistant will also help with obtaining signatures in person, and filing due process paperwork.**
7. **Technology.** Hopkins County School District agrees to provide and maintain the Hopkins County School District's technology at their own expense, functional technology adequate to use the online speech therapy meeting rooms and other technologies and resources provided by Southern Kentucky Speech Therapy. Speech therapy will be utilized through the Google Meet platform provided by Hopkins County School District. The students will have access to a headset with a microphone for therapy sessions provided by Hopkins County School District.

8.. Remedies – Injunctive Relief and Arbitration. Both parties agree to meet and confer in a good faith effort to settle any disputes arising out of this Agreement without resort to the court system or formal arbitration. If the subcontractor leaves employment with Southern Kentucky LLC, the subcontractor is required to give 90 days notice. Southern Kentucky Speech Therapy, LLC will search to find a replacement, but may not be held accountable for the services without a replacement.

9. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as otherwise stated, supersedes any and all oral or written prior agreements and understandings with respect to such subject matter; the parties have made no agreements, representations, or warranties relating to the subject matter of this Agreement which are not set forth herein. Hopkins County School District has full legal authority to enter into this Agreement, and has had a reasonable and adequate opportunity to consult with independent counsel regarding the effect of this Agreement, the sufficiency of the independent consideration provided Hopkins County School District hereunder, and the reasonableness of the restrictions set forth herein.

IN WITNESS WHEREOF, we the undersigned, duly authorized representatives of the parties to this Agreement herein above expressed, have entered into this agreement and have read the terms herein.

**Accepted by:**

\_\_\_\_\_  
Designee  
Hopkins County School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent or Designee  
Hopkins County School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner  
Amber Espinola  
Southern Kentucky Speech Therapy, LLC  
812 Mandarin Ave  
Bowling Green, KY 42104  
Phone: 270-202-5998  
amber.espinola@kyspeech.com

\_\_\_\_\_  
Date