

## SPEECH THERAPY CONTRACTOR AGREEMENT

This Speech Therapy Contractor Agreement (“Agreement”) was made and effective on \_\_\_\_\_, 2023, between the following parties, **Hopkins County Schools**, a Kentucky School District (“Hopkins County”), and **Bluegrass Kids Therapy Center**, a Kentucky Limited Liability Company, by and through an authorized agent, Katlyn Daniel Shaw (“Contractor” or “BKTC”).

WHEREAS, the parties are engaged in independent businesses, and have complied with all federal, state, and local laws regarding necessary business permits and licenses that are required in order for both parties to perform their respective duties under this Agreement.

WHEREAS, the Contractor independently hires and maintains Speech Therapists that are duly licensed to provide Speech and Language Therapy services according to this Agreement.

NOW THEREFORE, in consideration of the averments stated herein, the parties understand and agree to the following terms and conditions:

1. *Terms.* The Original term of this contract must be for the period of August 30, 2023, to May 23, 2024, unless otherwise extended by the Hopkins County Regular Instructional Days, and will never extend beyond the last scheduled make-up day (June 18, 2024). This Agreement shall automatically renew at the end of each term, unless otherwise agreed to by the parties.
2. *In-Person Speech Therapy.* The parties agree that this Agreement is to provide In-Person Speech Therapy services at a physical location within Hopkins County, Kentucky, and does not include tele-health or remote-based speech therapy services or treatment.
3. *Locations.* Listed in order of preference and priority, the parties agree that Contractor will provide one (1) In-Person Speech Therapists to the following Locations: Hanson Elementary School, 121 Veterans Drive, Hanson, KY 42413, Hanson, KY 42413 or Jesse Stuart Elementary School, 1710 Anton Road, Madisonville, KY 42431, a day, as needed and agreed to by the parties. A Speech Therapist shall only serve one of these locations a day, unless the parties agree otherwise.
4. *Days, Hours, and Capacity.* Contractor will provide Speech Therapist, according to Contractor’s sole discretion, to one (1) of the Locations per day as follows:
  - a. Three Designated Days: Monday, Tuesday, and Wednesday;
    - i. Speech Therapist Katlyn Shaw (“Shaw”) is available for up two (2) of the Designated Days, unless. Specific days to be set by Contractor, upon Contractor’s sole discretion.
    - ii. Speech Therapist Kelly Frederick (“Frederick”) is available for up to one (1) of the Designated Days. Specific days to be set by Contractor, upon Contractor’s sole discretion.
    - iii. Shaw and Frederick may cover each others days, as determined by the Contractor.
  - b. Caseload not to exceed 13 students per day;
  - c. Hours billable to Hopkins County should not exceed 9 hours per Designated

- Day, and 27 a week, unless otherwise agreed to by the parties;
- d. ARC meetings are to be held on the Designated Days described above;
  - e. Meetings on any day not a Designated Day shall be paid according to the time the Speech Therapist devotes to the team meeting, and shall not exceed 9 hours in any one (1) week.
5. *Time Off.* Contractor may, at Contractor's sole discretion, take time off work or for vacation according to Contractor's internal policies, agreements, and standards. Contractor agrees to give Hopkins County at least forty-eight (48) hours notice of any time off or vacation that is intended to affect more than three (3) Designated Days.
  6. *Rate.* For performance of Contractor's and Speech Therapist's duties stated herein, Contractor shall be entitled to the following initial hourly rates:
    - a. \$65.00 per hour for Shaw, and any other Speech Therapist BKTC hires according to BKTC's sole discretion and internal hiring policies.
    - b. \$75.00 per hour for Frederick.
  7. *Bi-Weekly Payment; Instructions.* The payment for services rendered will be bi-weekly. All payments shall be made to and delivered to Bluegrass Kids Therapy Center, LLC, ATTN: Katlyn D. Shaw, 640 Gill Field Road, Madisonville, KY 42431.
  8. *Duties of Contractor, Speech Therapist.* The Contractor agrees that the Speech Therapist providing Speech and Language Therapy to students at Hopkins County shall have the following duties and responsibilities:
    - a. Speech Therapist must remain a duly licensed Speech Therapist according to the laws of Kentucky and the American Speech Language Hearing Association (ASHA) at all times servicing students at Hopkins County.
    - b. Speech Therapist shall conduct professional screenings, evaluations and evaluation reports; have access to and assist Speech Therapy Classroom Instructional Assistant (CIA) or other school personnel in drafting Individualized Educational Plans ("IEP") and progress reports; establish goals and treatment plans; attend Admissions and Release Committee ("ARC") meetings in person or virtually as determined by the Contractor or Speech Therapist—up to 15 minutes, billable in addition to the maximum hours allotted for Designated Days; participate in Speech Therapy Team and Special Education Team meetings (within school hours), complete daily treatment notes, and provide speech and language therapy to students—outside of school hours shall be billable in addition to the maximum hours allotted for Designated Days.
    - c. The professional services provided by Speech Therapist, the contents of any evaluation and/or written report of examination and/or treatment, together with diagnosis, shall be afforded the greatest degree of professional attention and confidentially by Speech Therapist.
  9. *Duties of Hopkins County.* Hopkins County agrees and understands to providing:
    - a. Speech Therapy Classroom;
    - b. Therapy materials, as determined necessary and provided by Hopkins County;
    - c. Technology determined necessary and provided by Hopkins County;
    - d. At least one (1) Speech Therapy Classroom Instructional Assistant ("CIA") for the Speech Therapist providing services on any Designated Day. The CIA shall be easily accessible, at all normal school hours, to the Speech Therapist

- on site and at one of the Locations described herein; and
- e. At least one (1) individual (“School Personnel”) to be responsible for creating IEPs, assisting with administrative tasks and paperwork, and escorting students to and from speech language therapy sessions. The School Personnel shall be easily accessible, at all normal school hours, to the Speech Therapist on site and at one of the Locations described herein.
10. *Termination.* This Agreement will terminate immediately upon written notice to either party upon any of the following occurring: (i) the death of a Speech Therapist, (ii) the disability (mental or physical) of a Speech Therapist that would render the Speech Therapist unable to perform Speech Therapy for a period of 30 days or more, with or without reasonable accommodation, (iii) the Contractor dissolves administratively with the Kentucky Secretary of State, (iv) the Contractor is forced to fire or otherwise terminate a Speech Therapist’s employment with Contractor, or (v) if either party breaches this agreement and does not cure the breach within thirty (30) days from receipt of written notice.
    - a. For (i), (ii), and (iv), this Agreement’s termination will only apply to the Speech Therapist that has died, become disabled, or is terminated by Contractor as a Speech Therapist, and the remaining Speech Therapist(s) shall continue to provide services for the number of Designated Days as defined in 4(a)(1) for the remainder of this Agreement’s term.
  11. *Notices.* Any written notice required by this Agreement shall be made via certified mail, return receipt requested to the address subscribed under the party’s name on the signature page of this Agreement.
  12. *Binding Effect.* The provisions of this Agreement are binding upon and will inure to the benefit of successors and assigns of the parties.
  13. *Non-disparagement.* Before or after termination of this Agreement, the parties agree not to make, publish, or communicate to any person or entity, in any public or private forum (written or oral), any defamatory or disparaging remarks, comments, or statements concerning the other or its employees, directors, or officers, including any corporate successors.
  14. *No Waiver.* No waiver of any provision of this Agreement will be deemed or constitute, in any way, a waiver of any provision herein, whether or not similar, and no single waiver shall constitute a continuing waiver. No waiver will be binding unless executed in writing and signed by the waiving party.
  15. *Modification.* No supplement, modification, or amendment of this Agreement will be binding unless executed in writing and signed by both parties.
  16. *Severability.* The provisions of this Agreement are deemed severable, and the invalidity or unenforceability of any provision or part of this Agreement, in any respect, shall not affect the validity or enforceability of any other provision herein.
  17. *Law and Venue.* This Agreement will be governed by and must be construed according to Kentucky law and the venue shall be Hopkins County, Kentucky.
  18. *Litigation Expense, Attorney Fees.* All Parties agree to be responsible for their own respective attorney’s fees or costs related to the negotiation of this Agreement. Further, the Parties agree to be responsible for their own respective attorney’s fees, costs, or litigation expenses of any kind, resulting from any breach of this Agreement.

19. *Joint Preparation.* The parties agree this Agreement was jointly and mutually prepared and negotiated by all Parties.
20. *Independent Contractor.* The parties agree Contractor's and Speech Therapist's relationship with Hopkins County is that of independent contractors only, and will not, under the terms of this Agreement or any other agreement between the parties, be considered an employee of Hopkins County for any purpose whatsoever.
21. *Prior Agreements Void and Ineffective.* This Agreement shall supersede, cancel, void, or otherwise nullify all Agreements between the parties, including any other restrictive covenants that were ever in effect between the parties.
22. *Entire Agreement.* This Agreement constitutes the whole Agreement between the parties, and it supersedes all prior or contemporaneous agreements, representations, and understandings between the parties or respective counsel.

WHEREFORE, the parties have executed this Agreement on the day and year above written.

\_\_\_\_\_  
Hopkins County Schools

By: \_\_\_\_\_

Its: \_\_\_\_\_

320 South Seminary Street

Madisonville, KY 42431

Direct Phone: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
Bluegrass Kids Therapy Center, LLC

By: Katlyn Daniel Shaw, Contractor

Its: Authorized Agent

640 Gill Field Road

Madisonville, KY 42431