

## SPEECH THERAPY CONTRACTING AGREEMENT

This is a Speech Therapy Contracting Agreement (“Agreement”) is made and entered into as the 16th day of April 2024 (“Execution Date”) between Russellville Independent 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, 2025 (hereinafter “Term”).
2. **Contract.** Subject to all of the terms and conditions of this Agreement, Southern Kentucky Speech Therapy agrees to contract Russellville Independent School District during the Term and Russellville Independent School District agrees to accept employment with Southern Kentucky Speech Therapy during the Term. This means that either Russellville Independent School District Southern Kentucky Speech Therapy may terminate the employment relationship at any time and for any reason, with or without cause. Russellville Independent School District is required to give a minimum of 90-day written notice of termination. All services rendered by the Russellville Independent 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 a provider certificate of limited liability insurance.
4. **Services.** Southern Kentucky Speech Therapy shall provide professional speech-language pathology services online to students/schools designated by Southern Kentucky Speech Therapy. Services will be furnished in accordance with the plan of treatment or the Individualized Education Program (“IEP”). Russellville Independent 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 evaluations may be completed via teletherapy. However, language evaluations will be completed by other school SLPs that are in person.
  - 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 Russellville Independent County School District's schedule allows.
  - h. Subcontractors will follow policies and procedures for billing Medicaid through the system designated. Russellville Independent Schools will provide training for this as needed.
6. Compensation. Russellville Independent School District will provide payment after receiving a timesheet on a monthly basis following a board member to Southern Kentucky Speech Therapy, LLC the sum of invoice, and in a timely manner. **The subcontracted SLP(s) will bill for direct services (therapy, screenings, evaluations, meetings, collaborating with staff) and indirect service time (includes paperwork, billing, emails, scheduling etc) at \$60.00 per hour for virtual therapy and \$65.00 per hour for in person therapy.** Exceptions would be during school breaks when the subcontractor is not working or not completing indirect services. Russellville Independent School district will provide assessment protocols that will be used for each evaluation, but the virtual material will be provided by Southern Kentucky Speech Therapy, LLC.
7. 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 Russellville Independent 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 Russellville Independent 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 teletherapist reserved the right to state that a student is not appropriate and should be placed with the district's in person therapist. Russellville Independent School District will provide an instructional assistant, Misty Farwick, and quiet space to be with student during teletherapy sessions so that the student may be directly supervised, have assistance with technology, and access or manipulate materials as needed. Misty or the virtual assistant must be available for virtual services Monday through Friday during all hours of the school day with the exception of her lunch time (30 minutes).
8. Technology. Russellville Independent School District agrees to provide and maintain the Russellville Independent 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 Russellville Independent School

District. The students will have access to a headset with a microphone for therapy sessions provided by Russellville Independent School District. All sessions will be provided through Google Meet.

10. Staffing. Southern Kentucky Speech Therapy, LLC will provide 16 days of Speech Language services as outlined below.

- Haley Gunderson- 4 days (In Person, may be available on some Fridays for paperwork and preschool screenings)
- Amber Espinola- 2 days (In Person)
- Bridget Campbell- 3 days (Virtually)
- Elaina Gordon- 2 days (Virtually)
- Sarah Ward- 2 days (Virtually)
- Adding additional SLP- 2-3 days (Virtually)

9. 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 30 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.

10. 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. Russellville Independent 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 Russellville Independent 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  
Russellville IndependentCounty School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent or Designee  
Russellville IndependentCounty School District

\_\_\_\_\_  
Date

*Amber Espinola, Registered Agent*

Owner

Amber Espinola

Southern Kentucky Speech Therapy, LLC

812 Mandarin Ave

Bowling Green, KY 42104

Phone: 270-202-5998

amber.espinola@kyspeech.com

4-12-24

Date

***Russellville Independent Schools***  
**Speech Services**

**Speech-Language Pathologist Schedule**

<b><u>Therapist</u></b>	<b><u>Mode</u></b>	<b><u>Days</u></b>	<b><u>Caseload</u></b>
Halie Gunderson (Adairville, KY)	In Person	4 days in person  Will do Fridays as needed for ARCs or screenings	48
Amber Espinola (Bowling Green, KY)	In Person	2 days	20 (I do Sarah and Elaina's paperwork, progress)
Elaina Gordan (Memphis, TN)	Teletherapist	2 days	24
Bridget Campbell (Glasgow, KY)	Teletherapist	2 days	24
Sarah Ward (Owensboro, KY)	Teletherapist	2 days	24
Needing Additional Virtual	Teletherapist	2 days	24

**Referral or Response to Intervention Process:**

- Preschool: 13
- Elementary: 10

**TOTAL CASELOAD: 160**  
**TOTAL COVERAGE: 164**

**Misty Responsibilities:**

- Ensuring the teltherapy schedules run smoothly
- Provides any physical modifications needed
- Ensures technology is working properly
- Provides supervision and safety during sessions
- Filing of papers (Due Process)
- Copies
- Laminating AAC/Visuals/Schedules
- Covering preschool lunches
- Shredding documents
- Organizing materials in speech room
- Handing out notes, meeting notices, progress reports
- Deliveries to other schools
- Takes care of all dead files

### **Current In-Person Contracts**

- \$80.00 per hour and up
- Drive time included for hourly rate
- Paperwork at home office

### **Current Teletherapy Contracts**

- Teletherapy Contract \$70.00-\$80.00 per hour
- Districts pays additional for evaluations
- Buy-Out Options
- Paperwork at home office