

## SPEECH THERAPY CONTRACTING AGREEMENT

This is a Speech Therapy Contracting Agreement ("Agreement") is made and entered into as the \_\_\_\_ day of APRIL 2025 ("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, 2026 (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 a contract with Southern Kentucky Speech Therapy during the Term. Southern Kentucky Speech Therapy, LLC has the exclusive rights to provide all speech therapy services for the district. Either Russellville Independent School District and/or Southern Kentucky Speech Therapy may terminate the employment relationship for any reason, with or without cause. Russellville Independent School District and Southern Kentucky Speech Therapy are 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.
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. If a CFY is utilized for coverage, then Southern Kentucky Speech Therapy agrees to provide appropriate CFY supervision requirements for the CFY.
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.
  - e. Communicating regularly with appropriate staff via email or phone.
  - f. Participating in student's IEP meetings and appropriate conferences
  - 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.
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 \$70.00 per hour for in person therapy. The SLP will also bill the hourly rate for drive time to and from their home base, but not to exceed 1.5 hours per day. Exceptions would be during school breaks when the subcontractor is not working or not completing indirect services. Teletherapy will be billed at \$62.00 per hour. If a Speech-Language Pathologist Assistant is utilized, the hourly rate will be billed at \$50.00 per hour. All supervision will be provided by a Southern KY Speech Therapy team member. All payments shall be made within 30 days of submission of invoice. Payments not received within thirty days of the invoice will be subject to a \$250.00 late fee on the following invoice.
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.
8. Technology and Materials. 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. 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.
10. Staffing. Southern Kentucky Speech Therapy, LLC will provide 14 days of Speech Language services to cover the caseload at Russellville Independent Schools, and can cover up to (168) students. All efforts will be made to ensure that Southern Kentucky Speech Therapy, LLC provides all in person SLP services to cover the caseload with the exception of the middle and high school that will utilize teletherapy.
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 60 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  
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April 14, 2025  
Date