

Southern Kentucky Speech Therapy, LLC

This is a Contracting Agreement (“Agreement”) made and entered into as the ____ day of May 2025 (“Execution Date”) between Dawson Springs Independent School District and Southern Kentucky Speech Therapy, LLC a Kentucky Limited Liability Company.

AGREEMENT

WHEREAS, The Board’s Special Education Department has determined the school district needs to provide speech therapy services to students for purposes of implementing Individual Education Plans of identified students and has further determined this need cannot be met by existing district staff; and

WHEREAS, Southern Kentucky Speech Therapy, LLC, has experience providing such services; and

WHEREAS, the parties desire to enter into an agreement to provide such services and reduce that agreement to writing.

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:

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 30, 2026 (hereinafter “Term”).

Contract. Subject to all of the terms and conditions of this Agreement, Southern Kentucky Speech Therapy, LLC agrees to contract with Dawson Springs Independent School District during the Term and Dawson Springs Independent School District agrees to accept into a contract agreement with Southern Kentucky Speech Therapy, LLC.

- a. This means that either party may terminate the contracting relationship at any time and for any reason, with or without cause. The Board is required to give a minimum of 60-day written notice of termination. Southern Kentucky Speech Therapy, LLC is required to give a minimum of 60-day written notice.
 - i. Should the independent contractor need to take an unexpected medical leave or extended leave of absence Southern Kentucky Speech Therapy, LLC will make good faith efforts to provide coverage but will not be held directly responsible if coverage is not available.
- b. Should the Board terminate the contract prior to the contractual end date, fees will be assessed based on the calculation of conversion fee schedule, and applied to the final invoice according to the fee schedule below:

Calculation of Conversion Fee 2025-2026 Table

<u>August 1- September 30</u>	<u>October 1- December 31</u>	<u>January 1- March 31</u>	<u>April 1- June 1</u>
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\$10,000.00	\$7,000.00	\$4,000.00	\$2,000.00
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- c. During the Term of this Agreement, or for a period of twenty-four months following the term, The Board may not, directly or indirectly, solicit, induce, hire, or attempt to induce or hire any Southern Kentucky Speech Therapy, LLC contractor. Failure to comply will result in a \$10,000.00 conversion fee applied to the final invoice.

Therapist(s) Qualifications, Insurance, and Independent Contractor Status. The services to be provided under this Agreement shall be performed by a certified Speech Language Pathologist (“SLP”) subcontracted by Southern Kentucky Speech Therapy, LLC.

- a. During the Term of this Agreement, the subcontracted SLP shall maintain a valid state Speech-Language Pathology license in the state that they reside and the state of the school district, if they differ. The subcontracted SLP shall maintain their Certificate of Clinical Competence (CCC’s) with the American Speech Hearing Association.
- b. The subcontractor will also maintain coverage for and provide a certificate of liability insurance applicable to the services. The subcontractor will provide pursuant to this Agreement at the level of at least \$1 million per occurrence.
- c. If the subcontractor is to provide services on school grounds pursuant to this Agreement, he/she shall work with The Board to determine required documentation at The Board’s expense. If The Board requires additional verifications or credentials (district fingerprinting or Board of Education certifications) If The Board requires additional clearances such as FBI Fingerprinting, then The Board will provide all necessary information or instructions with respect to such additional clearances to Southern Kentucky Speech Therapy, LLC in a timely manner.

Services. Southern Kentucky Speech Therapy, LLC shall provide professional speech-language pathology services virtually to students designated by the Board or its designee. Services will be furnished in accordance with students’ plan of treatment or the Individualized Education Program (“IEP”) and subject to the direction of the Board’s Special Education Director. The parties agree that such services shall include but are not necessarily limited to:

- a. Providing appropriate speech therapy services on a regular basis according to IEP specifications at the online speech therapy meeting room through Google Meets.
- b. Providing appropriate documentation required by the school.
- c. Implementation and development of the IEP for the student’s communication deficits and working with appropriate school staff to adjust the IEP to meet the student’s needs.
- d. Evaluating speech and language skills of students as requested and preparing related reports to the appropriate school personnel. Articulation evaluations may be completed via teletherapy. However, the clinician may use professional judgment if a language evaluation needs to be completed by an in-person district employed SLP.
 - i. The contractor will have access to online evaluation tools including the Goldman Fristoe Test of Articulation- Third Edition, The Clinical Evaluation of Language Fundamentals- Fifth Edition, Oral and Written Language Scales- Second Edition, Expressive Vocabulary Test- Second Edition, Preschool Language Scale- Fifth Edition Screening Instrument

- ii. The Board will provide paper protocols to the contractor and mail those materials respectively to the contractor.
- e. Communicating regularly with appropriate staff via email or phone, following federal, state, and local guidelines.
- f. Participating in student's IEP meetings and appropriate conferences via google meets or phone.
- g. Making reasonable efforts to reschedule any school/student canceled sessions as the student's and school's schedule allows. In the event a student needs to reschedule a session or assessment, school personnel will notify the SLP of the student's unavailability. The SLP will provide appropriate school personnel with his/her cell phone number for purposes of such notices. Any cancellations made less than twenty-four hour notice, will be billed for.
- h. Subcontractors will follow The Boards policies and procedures for billing Medicaid through the system designated.

Compensation. The Board will provide payment on a monthly basis after receiving a timesheet and invoice from Southern Kentucky Speech Therapy, LLC. The subcontracted SLP(s) will bill for direct services (therapy, screenings, evaluations, meetings, collaborating with staff) and indirect service time (includes paperwork, billing, therapy planning, emails, scheduling etc) at **\$70.00 per hour for teletherapy** direct and indirect services. The Board shall pay all fees (collectively, fees") specified in the invoices within thirty (30) calendar days from date of invoice. The Board may dispute an invoice no later than ten (10) calendar days from the date of the invoice. The Parties will work together in good faith to resolve any disputes as soon as possible. Upon resolution, The Board shall remit the amount owed within ten (10) calendar days.

- a. Invoices not paid within 30 calendar days are subject to a late fee of \$250.00 to be applied on the following invoice.

Caseload. The caseload will not exceed thirteen students per day working in a public school setting. Example: a SLP working 5 days per week, will not exceed sixty-five students to maintain a smaller group size. This number should be prorated if the subcontractors are not able to work a full 8-3 school day. The subcontractor will work with the Board if a student is deemed not appropriate for teletherapy or not making adequate progress.

- a. Appropriateness for caseload was discussed by Southern Kentucky Speech Therapy, LLC with the Board. Southern Kentucky Speech Therapy, LLC reserves the right to state that a student is not appropriate for teletherapy due to attention, behavior, or other complex needs. At that time, this will be reported in writing to the director of special education, and the student will be removed from the teletherapist caseload accordingly.
- b. Southern Kentucky Speech Therapy, LLC will provide four days of therapy services as needed.

Virtual Assistant. The Board will provide an instructional paraprofessional ("Virtual Assistant") to be with the student(s) during teletherapy sessions so that the student may be directly supervised, have assistance with technology, and access or manipulate materials as needed. The assistant will maintain onsite paperwork (copies for files, send home paperwork, etc.) The virtual assistant will have access to student documents and printing options to send home paperwork.

Schedule. The Board agrees to provide the therapist(s) with a schedule based on the times that the students can attend speech and may not include times such as core content, specials, lunch, recess, etc. The Board is required to create the speech therapy schedule as outlined with the subcontractors availability.

Technology, Equipment, Materials, and Training. The Board agrees to provide and maintain the Board's onsite technology at their own expense.

- a. The Board agrees to maintain functional technology adequate to use, online speech therapy meeting rooms and other technologies and resources provided by Southern Kentucky Speech Therapy, LLC. Each student should have access to a chromebook, and no more than two students should utilize the same chromebook concurrently.
- b. Speech therapy will be utilized through the Google Meet platform provided by the Board and/or Southern Kentucky Speech Therapy, LLC.
- c. The Board will ensure students will have access to a headset with a microphone for therapy sessions.
- d. The Board will provide the evaluation protocols for the SLPs and those will be mailed directly to the sub-contractor.
- e. The Board will cooperate with Southern Kentucky Speech Therapy, LLC when coordinating and offering training for subcontractors for Medicaid billing systems, IEP documentation systems, or other district policies and procedures as needed.
- f. The Board agrees to their responsibility to notify parents that students will be receiving teletherapy services.

Confidentiality - All information disclosed by one Party (in such capacity, the "Disclosing Party") to the other Party (in such capacity, the "Receiving Party") during the term that is either identified in writing at the time of disclosure as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, whether in oral, written, graphic or electronic form, shall be deemed to be "Confidential Information."

- a. Nondisclosure. The Parties agree, that during the contract term and for a one year period thereafter its termination, to hold each other's Confidential Information in confidence and not to disclose such information in any form to any third party without the written expressed consent of the disclosing party, except to employees, subcontractors, or agents (collectively, "Representatives") who are under a written non-disclosure agreement protecting the applicable Confidential Information in a manner no less restrictive than this Agreement. Each Party shall remain responsible for any breaches of this section by any of such Parties' Representatives.

Remedies – 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.

Indemnification- Unless prohibited by law or school district regulations, Customer shall indemnify and hold Southern Kentucky Speech Therapy, LLC harmless against any and all claims, demands, damages, liabilities and costs (including reasonable attorney's fees) incurred by Southern Kentucky Speech Therapy, LLC or its Representatives which (a) result from, or arise in connection with, (i) any breach of Customer's obligations or representations under this Agreement or (ii) a negligent act or omission or willful

misconduct of Customer, its agents, or employees, pertaining to its activities and obligations under this Agreement, and/or (b) resulting from, arising out of, or relating to any third party lawsuit or proceeding brought against Southern Kentucky Speech Therapy, LLC due to (x) Customer's or its authorized users' posted and uploaded content, (y) Customer's or its authorized users' illegal behavior or conduct, or (z) Customer's or its authorized users use of the Platform or any Southern Kentucky Speech Therapy, LLC property in any manner inconsistent with or in breach of this Agreement (collectively, "Southern Kentucky Speech Therapy, LLC Indemnifiable Claims"), including reasonable costs incurred in connection with preparing to defend against any Southern Smiles Solutions Indemnifiable Claims.

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. The Board 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 the Board 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:

Superintendent or Designee
The Board

Date

Amber Espinola, Registered Agent
Southern Kentucky Speech Therapy, LLC

Date

