



CONTRACT FOR SPEECH THERAPY SERVICES Oldham County Public Schools

This agreement ("Agreement") is entered into as of the 21st day of July, 2025 ("Effective Date"), by and between Create Communication Speech Therapy, LLC ("Provider") and Oldham County Public Schools ("School").

WHEREAS School has students requiring speech therapy services as part of its overall special education programs; and

WHEREAS Provider desires to contract with the School to offer such services to the School

NOW, THEREFORE, in consideration of the above premises, which are hereby incorporated, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Term and Termination. This agreement is in effect for the regular and extended 2025-26 school year and may be terminated by either party, without cause with 30 day notice.

2. Obligations of Provider. Professional services rendered by the Provider include the following:

A. Develop and implement Individual Education Programs for students who qualify for speech therapy services, according to the Kentucky Department of Education, which may include direct individual or group therapy, consulting, and/or monitoring of progress.

B. Confer with appropriate personnel about student services/needs.

C. Make recommendations regarding service delivery and the student's needs to the IEP team for team consensus.

D. Provider will attend meetings, such as IEP meetings and conferences, given adequate notice, as they are able and of which we are notified that our attendance is required.

E. Prepare and maintain appropriate professional records and reports for all students under provider's care, which may include developing IEPs, evaluation reports, progress reports, notes and data on students.

F. Provide consultation to classroom staff regarding needs and programs of the students.



G. Case management of students, if applicable.

3. Obligations of School.

A. School will provide an adequate space/room for both individual and group therapy sessions.

B. School will provide required assessment, screening, and therapy materials. The School will provide district forms, materials and a computer and additional technology required for provision of services within the district.

C. School shall pay the pricing as listed in Section 4 below.

D. School, if required by Federal or State requirements, will submit a Form 1099 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600

4.Pricing.

A. School shall pay Provider \$85 per hour for services provided, billed in 15-minutes increments, for professional services listed above provided by a Speech Therapist.

5. Billing. Provider shall bill the School during the first week of each month for services provided during the previous month. School shall pay such invoice within 30 days of receiving the invoice or 10% invoice increase will be applied for late payment.

6. Subcontractors/Employees. To enforce agreement, Provider may utilize subcontracts and/or employees to implement services. All subcontractors and employees will provide only services listed above. Rates will be implemented as outlined in Agreement. School is not to directly employ and/or contract with Provider's subcontractors/employees within two years of contract start date.

7. Insurance. Provider shall ensure all providers maintain professional liability



insurance and, dependent on employee status, is responsible for any Social Security and Income Tax withholdings. Proof of liability insurance with a minimum 1,000,000/3,000,000 aggregate will be provided to the district. School is not responsible for workers compensation insurance or teacher's retirement system.

8. Regulatory Compliance. Provider will comply with all Federal, State and Local regulations concerning IDEA and maintenance of confidentiality. Provider will submit a W-9 form to be kept on file at the school district office.

9. Modification and Waiver. No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless contained in writing specifically referring to this Agreement and signed by the parties hereto. The failure by a party at any time to enforce any of the provisions of this Agreement, or to require performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions or to affect either the validity of this Agreement or any part hereof, or the right of such party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

10. Entire Agreement. This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof, and supersedes any and all other written or oral communications, agreements, or contracts between the parties with respect to such subject matter.

11. Construction. Section headings are included herein solely for convenience of reference and shall not be construed as part of any section or to modify the contents thereof.

12. Governing Law. This Agreement shall be governed by and construed under the internal laws of the State of Kentucky without reference to conflicts of law principles.

13. Interpretation. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against one party whether under any rules of construction or otherwise. On the contrary, this Agreement has been negotiated by and between the parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

[Signature page follows]



IN WITNESS HEREOF, Oldham County Public Schools ACCEPTS THE TERMS SET FORTH
IN THIS AGREEMENT DATED, THIS ____ DAY OF _____ 2025, AND
EFFECTIVE IMMEDIATELY UPON EXECUTION OF THIS AGREEMENT.

BY: _____, School District Representative

DATE: _____

BY: Kinsey Chambers, Provider Representative

DATE: _____