



FLOYD COUNTY BOARD OF EDUCATION
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William Newsome, Jr., Board Chair - District 3
Linda C. Gearheart, Vice-Chair - District 1
Dr. Chandra Varia, Member- District 2
Keith Smallwood, Member - District 4
Steve Slone, Member - District 5

Consent Agenda Item (Action Item):

Approve Speech Language Therapy Contracting services to be provided to students with Speech Language Impairments who require it as part of their IEP.

Applicable State or Regulations:

KRS 160.190 Duties and Powers of the Board and 707 KAR 1:320 Individual Education Program, Section 6.

Fiscal/Budgetary Impact:

The Speech Language related services to be paid utilizing General Fund at a rate of 100.00 per hour for direct and virtual instruction to not exceed the maximum cost of 75000.00 for the 2025-2026 school year.

History/Background:

It has proven very difficult to find someone certified in Speech Language Therapy to be able to provide the required service to our students who have communication needs listed as part of their IEP. Due to the student need, and not having any applicants to apply for the position, virtual services are being sought to ensure that student's do not miss required services per their IEP.

Recommended Action:

Approve Speech Therapy Contracting Agreement for student to receive Speech Language Therapy virtually from Brumley Speech Services, LLC.

Contact Person(s):

Cinda Francis, Chief of Special Education 606.886.2354

N/A
Principal

Cinda Francis
Director

Tonya H. Williams
Superintendent

Date:

8-25-2025

SPEECH THERAPY CONTRACTING AGREEMENT

This is a Speech Therapy Contracting Agreement ("Agreement") made and entered into as of ____ day of August 2025 ("Execution Date") between the Floyd County Board of Education ("Board") on behalf of the the Board's Special Education Department, and Brumley Speech Services, LLC a Kentucky limited liability company.

AGREEMENT

WHEREAS, the 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 Programs of identified students and has further determined this need cannot be met by existing district staff; and

WHEREAS, Brumley Speech Services, 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:

1. Term. Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on date fully executed by the parties where noted below and terminate on June 15, 2025 (hereinafter "Term"). Either party may terminate this Agreement upon at least 30 calendar days' written notice to the other party.

2. Qualifications. Insurance, and Independent Contractor Status. The services to be provided under this Agreement shall be performed by a Speech Language Pathologist ("SLP") subcontracted by Brumley Speech Services, LLC. During the Term of this Agreement, the SLP shall maintain a valid KY Speech-Language Pathology License and CCC's. If an SLP is a CFY, that will be discussed with the director of special education. The SLP/s 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. Brumley Speech Services, LLC will provide a copy of the certificate of insurance to the Board when requested. If the SLP is to provide services on school grounds pursuant to this Agreement, he/she shall also submit to and pass a state and federal criminal records check by the Kentucky Department of State Police and the Federal Bureau of Investigation, as well as provide a letter from the Cabinet for Health and Family Services (a "CA/N" letter) confirming there are no substantiated findings of child abuse or neglect relating to the SLP. The SLP shall not be considered an employee of the Board nor entitled to any of the benefits provided to Board employees. Instead, in providing services pursuant to this Agreement, the SLP shall be

deemed an independent contractor and shall not represent to anyone that he/she is an employee of the Board.

3. Services. Brumley Speech Services, LLC shall provide professional speech-language pathology services online and/or in person to students/schools designated by the Board or its designee. The duties and responsibilities of the SLP are those defined by the American Speech-Language Hearing Association and the Kentucky Board of Speech-Language Pathology. Therapy services shall function within the guidelines set forth by the Federal Regulations governing Special Education Services and the guidelines set forth by the Kentucky State Department of Education. 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.
- b. Providing appropriate documentation required by the School.
- c. Completing appropriate Medicaid documentation.
- d. Following and developing IEP for the student's communication deficits and working with appropriate school staff to determine and adjust the IEP to meet the student's needs.
- e. Evaluating communication skills of students as requested and preparing related reports to the appropriate school personnel. Speech evaluations may be completed via teletherapy or in person depending on needs of the student.
- f. Communicating regularly with appropriate staff via email or phone, following federal, state, and local guidelines.
- g. Preparing for and participating in student's IEP meetings and appropriate conferences via computer or phone.
- h. 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.

4. Records. The School District will make available all records and information relevant to the student for the purpose of the service provided. Brumley Speech Services, LLC must maintain records and reports in accordance with the School District and the American Speech-Language Hearing Association.

5. Compensation. The Board will provide payment on a monthly basis after receiving time sheet/billing document mutually agreed upon from Brumley Speech Services, LLC.

Brumley Speech Services, LLC will bill for direct services (therapy, screenings, evaluations, meetings, collaborating with staff) and indirect service time (includes paperwork, billing, emails, scheduling, planning, one way monthly drive time etc) at \$100.00 per hour for direct services and \$100.00 per hour for indirect services. Exceptions would be during school breaks when the subcontractor is not working or not completing indirect services.

Brumley Speech Services, LLC will bill the Floyd County Board of Education for services performed at the beginning of the month following the month services were performed. School will pay that day of the month typical for its accounts payable, but no later than the 31st of the month following the month the services were performed, providing all elements of the contract were met.

6. Caseload. Caseload will not exceed 65 students and will include only students who are deemed appropriate candidates for teletherapy. The SLP will work with the Board if a student is deemed not appropriate for teletherapy or not making adequate progress. The Board will provide an instructional assistant to be with the students during teletherapy sessions so that the student may be directly supervised, have assistance with technology, and access or manipulate materials as needed.

7. Schedule. The Board agrees to provide the therapist(s) with a school schedule based on the times that the students are available for speech and may not include times such as core content, specials, lunch, recess, etc. SLP will create therapy schedule and groups based on needs of students.

8. Technology. The Board agrees to provide and maintain the Board's technology at their own expense, functional technology adequate to use the online speech therapy meeting rooms and other technologies and resources provided by Brumley Speech Services, LLC. Speech therapy will be utilized through the online platform provided by the Board (Zoom preferred due to functionality). The Board will ensure students will have access to a personal device and/or smart board.

9. 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.

10. Indemnity/Hold Harmless Clause- Brumley Speech Services, LLC shall indemnify and hold harmless the Floyd County Board of Education, its employees and volunteers, against any and all claims, demands, or loss, including attorneys' fee, as a result of any injury which arises out of or is in any way connected with the actions of any Brumley Speech Services, LLC therapists. Due to the nature of Brumley Speech Services, LLC all Speech Language Pathologists are contractors, rather than employees, therefore our providers are not eligible for worker's compensation through the state of Kentucky.

11. If the subcontractor leaves employment with Brumley Speech Services, LLC, the subcontractor is required to give 30 calendar days' notice. Brumley Speech Services, LLC will search to find a replacement. Failure to find a replacement in a timely manner consistent with needs communicated by the Board will be considered grounds for the Board to Immediately terminate this Agreement.

12. The parties agree to comply with all applicable laws and regulations concerning the performance of the Contract.

13. Each party certifies it will not discriminate in any of the services provided in connection with the Agreement on the basis of race, gender, national origin, religion, age, creed, political affiliation, disability or other protected status.

14. KRS 45A.455 prohibits conflicts of interest, gratuities, and kickbacks to employees of the Board of Education in connection with contracts for supplies or services whether such gratuities or kickbacks are direct or indirect. KRS 45A.990 provides severe penalties for violations of laws relating to gratuities or kickbacks to employees, which are designed to secure a public contract for supplies or services.

15. If any section, paragraph, or clause of this Agreement shall be held invalid by any court or competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions thereto.

16. 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:

Designee of Floyd County Board of Education

Title

Date