



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 75.00 per hour / 40 hours per week for direct and virtual instruction to not exceed the maximum cost of 90000.00 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 Summit Therapy Solutions.

Contact Person(s):

Cinda Francis, Chief of Special Education 606.886.2354

N/A
Principal

Cinda Francis
Director

Tonya Horne-Williams
Superintendent

Date:

10-23-25

**PROFESSIONAL SERVICES
PROVIDER AGREEMENT**

1. EFFECTIVE DATE

Oct 23, 2025

2. PARTIES

Floyd County Public Schools (School District).
Melissa Bell; SA, LLC dba Summit Therapy
Solutions (Bell)

3. BACKGROUND

The School District provides special educational and related services to assist students with their educational development as identified on the students' individualized education program ("IEP") plan.

Bell provides speech pathology services and is able to provide these services to the School District's students.

4. AGREEMENT

In consideration of the mutual promises and covenants made in this Professional Services Provider Agreement ("Agreement"), the parties agree as follows:

5. DURATION OF AGREEMENT

The period of this Agreement shall not exceed twelve (12) calendar months, and is contingent upon the availability of funds to the School District. If both parties agree, the Agreement may be renewed annually, provided the parties sign a Statement of Work as provided in Section 7 of this Agreement for each new year.

6. RELATIONSHIP OF PARTIES

In performing services under this Agreement, Bell is and shall at all times be an independent contractor of the School District. Nothing herein is to be construed as establishing an employer-employee relationship.

7. SERVICES TO BE RENDERED

Bell shall provide the School District with the Services set forth in the attached Statement of Work ("SOW"). The parties may sign multiple SOWs. Upon the signing by each party, a SOW will be incorporated, and be subject to the terms and conditions of this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and any SOW, the terms of this Agreement shall prevail.

8. RECORD KEEPING

Bell shall be responsible for maintaining copies of records documenting the services provided pursuant to this Agreement and shall provide

original copies of the records to the School District for accounting and billing purposes.

9. CONFIDENTIALITY

Bell agrees that all information regarding services provided pursuant to this Agreement, including, but not limited to, the students' identity and the nature of services rendered, shall be confidential pursuant to the Family Educational Records and Privacy Act (FERPA). Bell is prohibited from disclosing any information obtained as a result of rendering services pursuant to this Agreement to any individual not authorized and directed by the School District, without parent/guardian consent or consent of the student if 18 years of age or older.

**10. REPORTING OF ABUSE, ABANDONMENT, OR
NEGLECT**

Bell acknowledges its obligation to comply with Kentucky Code Section 620.010, *et seq.* and report, within 24 hours, any suspected abuse, abandonment or neglect of a child to the law enforcement agency or Kentucky Department of Health and Welfare. Contractor also agrees to inform the School District, within 24 hours, of such suspicion.

11. SERVICE DELIVERY: TIME AND PLACE

Bell shall perform services set forth in Summary of Services, unless the parties mutually agree to a modification of the time and place of service delivery; primary times and places of services will include general school hours and grounds.

12. COORDINATION OF SERVICES:

To facilitate delivery of Services, the School District will provide: 1) reasonable and prompt notification of meetings and other appointments in which Bell is expected to participate; 2) signed parental consent forms, as necessary; 3) identifying information regarding the client and the parent/guardian; 4) reasonable assistance in facilitating communication between Bell and School District employees, parents/guardian and students; 5) a facilitator/district employee to assist students with logging in for services, to monitor behaviors, and provide basic technical support to ensure service minutes are met.

13. PRIOR APPROVAL OF SERVICES

All services rendered by Bell under the terms of this Agreement shall require prior approval by the School District's Director of Special Programs in accordance with federal and state laws and regulations, local policies and procedures, and professional codes of conduct; the School District is ultimately responsible for student's prior authorization for services.

**14. CONSENT/AUTHORIZATION TO ACCESS
EDUCATIONAL RECORD INFORMATION OR
PROTECTED HEALTH INFORMATION:**

School District and Bell shall at all times require the written consent or authorization of the

parent/guardian/ or adult student, if age of 18 years of age or older, for the disclosure of access to educational information pursuant to FERPA or protected health information pursuant to the Health Information Portability and Accountability Act (HIPAA) regarding the student, and shall maintain the confidentiality of that information consistent with the state and federal law and regulations.

15. PROFESSIONAL SERVICES

The services rendered pursuant to this Agreement will be provided by Bell who is duly certified/licensed to perform the services in accordance with applicable professional standards. Bell agrees that all work pursuant to this Agreement will be performed in accordance with applicable professional standards. Bell will be subject to a criminal background check at least as stringent as that required by Kentucky Code 160.380 and/or policies of the School District, and have been determined to not have a criminal background inconsistent with working with children. The School District shall have the right to observe service being provided to the clients.

16. INSURANCE AND LIABILITY

Bell shall be solely liable for any losses or damages resulting from Bell's performance of any of the services covered by this Agreement. Bell shall indemnify and hold harmless the School District from any liability, including, but not limited to, cost, expenses, and attorney fees, resulting from Bell's performance of the services provided under this Agreement. Proof of insurance shall be submitted to the School District within ten (10) days of the date of this Agreement. The School District's minimum General Liability Insurance requirements are: \$1,000,000. If Bell is driving in the service of the School District, Bell must provide her own auto insurance coverage and possess minimum liability coverage of no less than \$250,000. Bell is at all times responsible to procure her own worker's compensation coverage. If at any time it is discovered that Bell failed to provide worker's compensation coverage, Bell will fully reimburse the School District the cost of any back coverage, interest, and penalties assessed against the School District by the State Insurance Fund.

17. ASSIGNMENT

This Agreement shall not be subject to assignment, in whole or in part, by Bell or by operation of law, so as to authorize any person other than Bell to assume the duties subject to this Agreement without the School District's prior written consent.

18. AMENDMENT

Either party may terminate this agreement without cause by providing at least thirty (30) days written notice to the other party.

Additionally, the School District may immediately terminate this Agreement, upon written notices, in the event funding for the School District's program is no longer available or the specific services to this Agreement are modified or terminated for a student or by the state of Kentucky.

19. DEFAULT

Upon default by either party, the non-defaulting party may cancel this Agreement immediately, upon notice and may pursue any and all available legal, equitable, and other remedies. The defaulting party shall be liable for any and all expenses that are incurred by the non-defaulting party as a result thereof, including, but not limited to, procuring substitute performance, legal fees, and other losses incurred due to the default.

20. TIME OF PERFORMANCE

Time is of the essence in this Agreement; therefore, all times for performance of the obligations, as stated herein, shall be of utmost importance.

21. NON-WAIVER BREACH

The failure of Bell or the School District to insist upon strict performance of any of the terms of this Agreement, or to exercise any option herein conferred in any or all instances, shall not constitute a waiver or relinquishment of any such term, but the same shall be and remain in full force and effect, unless such waiver is evidence by the prior written consent of Bell or the School District.

22. NON-DISCRIMINATION

The parties hereby agree that no person shall, on the grounds of race, color, creed, national origin, sex, age, or disability, be excluded from or denied participation in, or otherwise subjected to, discrimination under any activity performed pursuant to this Agreement.

23. GOVERNANCE

This Agreement shall be governed by the laws of the State of Kentucky. Bell shall, at all times, comply with and observe all federal, state, and local laws, regulations, and ordinances which are in effect and applicable during the period of this Agreement, as will the School District.

24. ATTORNEY FEES

If either party defaults in any manner or fails to fulfill any and/or all provisions of this Agreement, and if the non-defaulting party hires an attorney to

exercise its rights upon such default or failure, or if the parties are involved in any litigation (including any proceedings in bankruptcy), the prevailing party shall be entitled to recover reasonable attorney fees and costs from the other party. This paragraph shall be enforceable by the parties notwithstanding any rescission, forfeiture, or other termination of this Agreement.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the matters covered by or arising out of the resolution of this matter. This Agreement supersedes any prior or contemporaneous agreement, understanding, or undertaking, written or oral, by the parties.

26. DISPUTE RESOLUTION

All participating agencies agree to resolve systemic disputes that arise in the provision of special education and Bell services in a non-adversarial manner and to ensure that using the following process to resolve interagency disputes does not disrupt services to students and families:

An individual or agency with a concern will first use the agency's internal procedures to address the concern.

If resolution is not achieved at the previous level, the issue and all relevant information will now be forwarded to the special education director of the School District and Bell's administrator.

If consensus is not reached at the previous level, the special education director will forward the issue and all relevant information to the superintendent of the School District.

If a concern is identified that is related to the quality of service or health and safety issues, schools should refer concerns about Bell, their services, or quality of services to the special education director and Bell's administrator to address these concerns.

SCHOOL DISTRICT

By: _____
Its: _____

Melissa Bell

Attachment A – Statement of Work No. ____

This Statement of Work references the Professional Services Provider Agreement between Bell and the School District dated August ____ 2023 (“Agreement”). This Statement of Work shall terminate when the Agreement terminates.

1. Services

Bell will provide the following services:

- a. Provide teletherapy based speech language services to identified students based on the schedule provided.
- b. Provide teletherapy based speech language services to identified students in alignment with their individual plan goals as described by the case manager.
- c. Maintain record of student progress during teletherapy sessions.
- d. Provide a progress report for each individual student to indicate their individual progress to meet their goals.
- e. Conduct evaluations of referred students as determined by SLP and school RTI teams.
- f. Case manage identified students eligible for speech or language services to include documentation and plan development in EdPlan.
- g. Consult with case managers and student individual plan team as appropriate to communicate and respond to individual student needs.
- h. Submit service delivery reports for medicaid reimbursement.
- i. Consult with school problem solving teams as available to provide input regarding language delay vs language acquisition with suggestions for instructional strategies or interventions.

2. Bell to provide School District:

Bell will provide the School District with the following:

- a. Copy of State Board of Occupational Licensure for Speech.
- b. Copy of ASHA C's.
- c. Verification of courses taken to provide supervision of SLP-Aides.
- d. Verification of Liability Insurance.
- e. Verification of workman's compensation policy.
- f. Current background check from the Kentucky Department of Education

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3. School District to provide Bell

The School District will provide Bell the following:

- a. District email account
- b. Access to special education IEP platform
- c. \$250 toward student incentives, rewards, or other needed supplies
- d. Access to School District's owned assessment kits and therapy materials
- e. Other items as mutually agreed upon

4. Compensation/Billing/Travel

Compensation/Billing

Bell shall work (up to 40 hours per week), when students are in attendance and school is in session during 2025-2026 school year.

The School District shall compensate Bell for the direct services identified in this Statement of Work at the rate of \$75 per hour during a typical school week at the time and place of service delivery.

The contractor will submit a monthly statement of services rendered and Medicaid billing by the first Wednesday of the month. Monthly payment will be sent on or before the 20th of each month. Additional compensation must be pre-approved, in writing, by the School District's authorized representative or designee.

Travel Expenses

The School District shall pay Bell's mileage between her place of residence and the School District. Bell will be paid her hourly rate during travel time and the School District shall be held harmless of any liability during travel to or from the School District.

Date: Oct 23, 2025

School District

By: _____

Its: _____

Melissa Bell