

Services Agreement

NEXT LEVEL SPEECH THERAPY, P.C. (hereinafter referred to as “NLST”) and [Craig City School District](#) whose location is [100 School Road, Craig, Alaska 99921](#) (hereinafter referred to as “District” or “Client”) enter into this nonexclusive Client Services Agreement for the purpose of referring and placing [speech-language pathologists (“SLP”), speech language pathology assistants (“SLPA”), paraeducators, Educational Consultants] (“Consultants”) and/or providing professional supervision services of Client’s or NLST’s speech-language pathology assistants with this client.

This Agreement shall govern the overall terms of the relationship, while a separate Placement Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel and placement lengths.

1. Scope of Services.

NLST, a professional services corporation in the business of providing supplemental staffing to the public and private education sector and not a healthcare provider for purposes of this Agreement, will use its commercially reasonable efforts to provide Consultants for placement with Client. NLST will be responsible for payment of each Consultant’s wages and applicable payroll taxes, deductions and insurance, including workers’ compensation, general liability and professional liability coverage for the benefit of the Consultants. If a Consultant is unable to complete the specified placement, NLST will use its commercially reasonable efforts to find a replacement in a timely manner.

2. Term.

NLST agrees to furnish Client with the professional services described herein during the initial term of [10/7/2024](#), through [5/23/2025](#), unless terminated earlier pursuant to the termination provisions contained in this Agreement. Upon review and agreement by all parties, the Term of this contract may be extended from time to time as desired and as set forth in writing as an Addendum to this Agreement.

3. Independent Contractor.

The parties specify and intend that the relationship of each to the other is that of an independent contractor and Consultants shall in no way be considered employees of Client. Client shall not be liable to NLST under any circumstances for the payment of workers’ compensation benefits, unemployment compensation, social security, retirement system, health or dental insurance, malpractice insurance, paid family leave, paid medical leave, or the like. NLST agrees to act in compliance with all state and federal regulations in connection with such payments to Consultants. NLST agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain payroll records, and to withhold and remit all payroll taxes and social security payments. NLST does not ordinarily use subcontractors in providing services.

4. Teletherapy Services.

NLST, at Client's request, may provide Teletherapy services through Zoom, Google Meets or other similar service. NLST will provide general instructions to Client for the installation and/or setup of the preferred telecommunications technology program(s) on Client-owned computers that are dedicated to the services provide through this Agreement. NLST will provide a videoconference login code to Client's assigned staff member for Teletherapy services.

5. Insurance.

NLST shall maintain professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. NLST shall also secure coverage for sexual assault and molestation by endorsement or separate policy. NLST shall furnish at Client's request a certificate of insurance evidencing the required insurance.

6. Competency and Licensing.

NLST will conduct comprehensive pre-employment screening to provide licensed Consultants who hold the appropriate state certification and qualification requirements for a Speech-Language Pathologist, Speech-Language Pathology Assistant or Paraeducator. NLST will endeavor to present only Consultants who are qualified for Client's job requirements as established by Client. While NLST will make every effort to pre-screen Consultants based on these requirements, Client acknowledges that it is ultimately the Client's responsibility to approve the Consultant's licensure and certification as acceptable. NLST will make available to Client all appropriate Consultant records that NLST may permissibly disclose and will facilitate an interview between Client and Consultant to assist in this process.

7. On-Site Responsibility.

Client acknowledges that NLST is not providing healthcare services but rather is providing Consultant identification and placement services. Accordingly, NLST shall provide:

SLP or SLPA Consultants who will:

a. Perform direct and indirect speech therapy services on site, at the locations specified in the Addendum(s) to this Agreement; or, if requested, perform direct and indirect speech therapy services by means of telecommunications technology, also known as "Teletherapy," in accordance with the Individualized Education Program (IEP) of each student; examples of indirect speech therapy services include, but are not limited to:

- Facilitating the setup of Teletherapy equipment at a school or other facility of Client;
- Coaching student and/or staff in use of Teletherapy equipment;
- Training for evidence-based practices;
- Comprehensive training for evaluations
- Time spent and direct costs associated with traveling and/or lodging both to and from the location of the Client, and the primary residence of NLST's employee(s) or contractor(s);
- Individualized Education Program (IEP) documentation, progress note documentation, and relevant collaboration between NLST and teachers or other staff of Client; and
- Planning for direct speech therapy services;

- b. Evaluate students, when requested by client, to determine eligibility services and assistance with instructional recommendations for speech and language, including but not limited to speech production, language, pragmatics, fluency, voice, resonance and aural rehabilitation;
- c. Have experience and knowledge of regional language differences versus disorder;
- d. Provide individual student therapy development, implementation, and supervision;
- e. Train and consult with the case manager and paraprofessionals;
- f. Provide staff support with classroom interventions, language support, potential accommodations, and necessary training on student-specific needs;
- g. Collaborate and maintain knowledge of other specialist agencies, such as SESA;
- h. Participate in District-wide trainings;
- i. Have confidence and skill with distance observations platforms;
- j. Set up appropriate treatment plans, establish short-term and long-term goals and objectives, and report on progress as stated in the Individualized Education Program (IEP) of each student;
- k. Supervise Client's or NLST's SLPA when applicable; and
- l. Conform to all applicable policies and procedures of Client.

Paraeducators who will:

- a. perform tasks related to the instruction and supervision of students, including but not limited to:
 - Assisting speech therapists with preparation of materials;
 - Escorting students to and from services;
 - Maintaining records and data on a daily basis;
 - Working with students with assistive technology needs;
 - Implementing treatment plans; and
 - Managing student behaviors and non-instructional needs as directed by the speech therapist.
- b. perform routine clerical and supportive tasks for instructional personnel; and
- c. perform relative duties as assigned by supervisor.

Educational Consultants who will:

- a. perform direct and indirect educational consulting services on site, at the locations specified in the Addendum(s) to this Agreement, or, if requested, by means of telecommunications technology, including but not limited to:
 - Providing group and/or one-on-one specialized training or coaching regarding compliance with school documentation, upholding ethical and legal standards prior to attending contentious school meetings, IEPs/evaluations, conflict management skills, age 18-21 transition programs, other school programming;
 - Performing IEP, evaluation, and school documentation compliance checks;
 - Coordinating meetings,
 - Scheduling and planning of services related to direct educational consulting services; and
- b. perform other appropriate duties as assigned.

Client is responsible for:

- a. Providing all orientation, support, facilities, training, direction and means for the Consultant to complete the placement;

- b. Providing Consultant with the names of each student requiring services by the Consultant and access to each of those student's current IEP and class schedule prior to the Consultant's start date;
- c. Providing at least one dedicated, readily-accessible, quiet and well-lit room per school building for students to receive Teletherapy or in-person services at their respective school building; and
- d. Providing notice to Consultant as soon as it is known that a student will be absent for services. If no such notice is provided, Consultant will wait at least 15 minutes for a student to attend services. Should the student fail to attend, Client will be billed for the complete time such student was to be provided services on that date.

If Teletherapy has been requested by Client, Client is responsible for:

- a. Providing a dedicated laptop and/or desktop computer at the place where the student is located, with each computer containing a built-in or externally-compatible webcam, microphone and speaker(s), as well as access to the internet, and any other requirements as agreed between NLST and Client;
- b. The initial setup and continuous maintenance of the aforementioned computer and related hardware and software. Client shall immediately notify NLST when a situation arises that prevents the efficient or adequate administration of speech Teletherapy services to identified students if the situation cannot be resolved after 10 minutes of being discovered and occurs during school hours;
- c. Providing a paraeducator, SLPA, or other dedicated Client personnel to facilitate each speech therapy session provided by NLST;
- d. Client shall immediately notify NLST when a situation arises that prevents the efficient or adequate administration of speech Teletherapy services to identified students if the situation cannot be resolved after 10 minutes of being discovered and occurs during school hours.

8. Substitute Consultants.

In the event that a Consultant is unable to complete a placement for any reason, NLST shall make commercially reasonable efforts to secure a substitute Consultant to complete the placement as soon as reasonably possible. If the placement is for in-person services, NLST may utilize Teletherapy services for such placement during the time necessary to secure a substitute in-person Consultant.

9. Background Checks.

In the event that Consultant will have regularly scheduled access to students without supervision of a District employee, in accordance with Alaska CSSB 179 (HES), NLST will perform a fingerprint check through the Alaska Department of Public Safety and the Federal Bureau of Investigation for each Consultant before assigning such Consultant to work with any student of the District. NLST will perform required background checks prior to commencement of services by any new or existing Consultant for which said check has not been completed or for whom said check is more than two (2) years old. NLST shall pay any costs associated with the background check. NLST shall keep and maintain background check files and make said information available to the District upon request.

NLST shall prohibit any Consultant from working in contact with children if the Consultant has pled guilty to or been convicted of a felony crime involving the physical neglect of a child, the physical injury or death of a child, sexual exploitation of a child, other sexual offenses where a minor is the victim, promoting prostitution of a minor, the sale or purchase of a minor child, or violation of similar laws of another jurisdiction.

Failure to comply with this section shall be grounds for the District to immediately terminate this Contract. Termination based on this section shall supersede any other termination clause within this Agreement

10. Technology.

Consultants shall use an NLST-owned or Consultant-owned laptop computer or similar device while performing services for Client. Should Client require specialized technology or equipment, or if the NLST-provided laptop or similar device fails to support any software required by Client, then Client shall provide all such technology or equipment for Consultant's use. Consultant is responsible for maintaining a reliable, high-speed internet service/connection.

11. Employment of Consultants by Client.

Client agrees that it will not directly or indirectly, personally or through an agent or NLST, contract with or employ any Consultant introduced or referred by NLST for a period of one year after the latest date of introduction, referral, or placement or the conclusion of the Consultant's placement through NLST. If Client enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay the sum of \$25,000 to NLST no later than Consultant's start date with Client.

12. Nondiscrimination.

By entering into this Agreement, NLST assures the District that NLST complies with all laws and regulations pertaining to nondiscrimination. No person shall, on the grounds of race, creed, religion, color, national origin, sex, sexual orientation, age, marital status, veterans' status or disability, be excluded from participation in, be denied benefits of, or otherwise subject to discrimination under any activity performed pursuant to this Agreement.

13. Compensation.

Client will pay NLST for each Consultant provided based on the service charges specified in the Placement Confirmation, attached as an addendum to this Agreement, and the attached Addendum B Rate Sheet, not to exceed a maximum of forty (40) hours per week per Consultant. All hours worked over forty (40) per Consultant in a one-week work period will be billed at one and one-half times the regular hourly rate. It is Client's responsibility to notify NLST if pre-approval is required for any or all overtime hours prior to such hours being worked.

Client shall pay NLST within **30 days after NLST'S invoice is submitted to Client**. Invoice will include an itemized listing of the type of service, hours, and contractual rates for each day that direct or indirect speech therapy services are provided by NLST. Services provided by Consultants will be rounded up to the nearest quarter hour. If requested by Client, additional detailed documentation of provided services will be submitted to an appropriate Client staff member, but this request shall not constitute a valid reason to delay payment. Such supplemental documentation will include each student's name and progress towards their goal(s).

If Client fails to pay NLST within 30 days after NLST's invoice is submitted to Client, a 1.5% late fee charge shall be automatically added to the amount to be paid by Client.

14. Termination.

In the event that either party violates any of the terms of this Agreement, the other party may serve written notice of its intention to terminate the Agreement. Unless within ten (10) days after the serving of such notice upon the party such violation shall cease and satisfactory arrangement for correction be made, the Agreement shall, upon expiration of said ten (10) days, cease and terminate by providing written notice to the other party.

Either party may terminate the Agreement with or without cause before the end of its term by giving thirty (30) days written notice to the designated contact person. If the Agreement is terminated upon thirty (30) days' notice, the parties shall be liable only for the performance rendered prior to the termination date.

15. Paid Sick Leave.

For those jurisdictions that have passed legislation requiring paid sick leave, such paid leave will be billed back to Client at the contracted rate for the hours taken by the Consultant assigned to Client.

16. Unscheduled Facility Closure Policy.

The parties agree that in the event of an unforeseen or unexpected interruption in a Consultant's placement resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, but without limiting to, fire, storms, flooding, earthquake, labor unrest, riots, communicable disease, and/or acts of terrorism or war, Client will allow the transition to virtual services for all Consultants whose services can be performed in such a manner. In these instances, Client shall be billed for services performed at the regularly contracted rate for all hours worked by Consultant.

17. Multiple Locations.

If Client requires a Consultant to travel to and from and perform services at more than one location within a day, any travel time shall be included in the hours invoiced by NLST for that Consultant at the regular hourly bill rate, as well as mileage up to the current acceptable IRS reimbursement rate.

18. Indemnification.

NLST agrees to indemnify and hold harmless Client, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligence, willful misconduct or breach of this Agreement by NLST, its directors, officers, employees, or agents. Client agrees to indemnify and hold harmless NLST, its directors, officers, shareholders, employees, and agents from and against any and all losses, damages, claims, actions, or liabilities, and expenses connected therewith (including reasonable attorney's fees) which may be asserted against them by third parties arising out of the sole negligence, willful misconduct or breach of this Agreement by Client, its directors, officers, employees, or agents.

19. Confidentiality.

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. NLST shall hold, in a fiduciary capacity, the names of each Student and their respective service types, dates, and frequency of such services. NLST shall not, during the term of this Agreement or after expiration and/or termination of this Agreement, communicate or divulge any such information to any person, firm, partnership or corporation, without the express written permission of Client. NLST acknowledges that Client is subject to Alaska's statutes governing public records disclosures and is required to publicly disclose certain documents upon request. Client agrees to provide notice to NLST

prior to disclosing the terms of this Agreement so that NLST may determine whether it is necessary to seek a Court order precluding such disclosure.

20. Family Education Rights and Privacy Act.

NLST shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, and acknowledges that certain information about the Client's students is contained in records maintained by NLST and the Consultant and that this information can be confidential under FERPA and related Client policies. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

21. State Retirement System Notice.

Client acknowledges and agrees that if formal notice is required to be given to any Consultant that participation in any retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultant and for fulfilling all associated administrative duties. Client shall immediately notify NLST if any Consultant is required, or voluntarily elects, to participate in any such system. In such event, Client shall advise NLST of the withholding obligation percentages (both employee and employer share) so that invoices to Client and payment to the Consultant can be adjusted accordingly. The parties agree that Client shall withhold and pay to such retirement/pension system both the employee and the employer shares. The parties agree that the applicable employee and employer shares paid to the system by the Client shall be deducted from the amount owed to NLST by the Client hereunder.

22. Conflicts of Interest.

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party's business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

23. Survival.

The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

24. Governing Law.

This Agreement shall be governed by the laws of the State of Washington and any claim, suit, or other legal action pertaining to this Contract shall be brought under the laws of the State of Washington in a court of proper jurisdiction in the State of Washington.

25. Debarment.

NLST certifies that to the best of its knowledge/belief its principals and/or NLST as an entity are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for

the award of contracts by any Federal governmental agency or department. Further, NLST certifies that it is not presently indicted for or have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract.

NLST agrees to notify the District if it should become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts during the life of this Agreement. The District will review the circumstances surrounding the notification and determine the eligibility of the NLST to continue to provide services. If it is determined that the District will not be funded for this Agreement due to the debarment or suspension, or if it is determined that NLST rendered an erroneous certification, in addition to any other remedies available to the District, the District may terminate this Agreement for default upon prompt written notification to NLST of District's intent to terminate the Agreement.

Remainder of page intentionally left blank (signature page follows).

26. Notice.

All notices or documentation required or provided pursuant to this Agreement shall be in writing and shall be deemed duly given when received at the addresses first set forth below via certified or registered first class mail, return receipt requested, personal delivery, or electronic mail to:

NLST: [Michael Sanders, MikeS@NextLevelSpeech.com](mailto:Michael.Sanders@NextLevelSpeech.com), 8050 Mukilteo Speedway Unit 209, Mukilteo, WA 98275
[contact name; email address; mailing address]

District: [Jackie Hanson; jhanson@craigschools.com](mailto:jhanson@craigschools.com); PO Box 800, Craig, Alaska 99921
[contact name; email address; mailing address]

27. Entire Agreement.

This Agreement represents the entire agreement between the parties and contains all the representations, promises and agreements made by either party to the other for the purposes set forth herein, and no other claims, promises or representations not herein contained shall be enforced. Furthermore, the waiver of any term, condition, clause or provision of this Agreement shall in no way be deemed to be considered a waiver of any other term, condition, clause or provision of this Agreement. Any modification to this Agreement must be in writing and executed by the parties. This is a personal service agreement and NLST may not assign any right or delegate any duties of NLST under this Agreement without written permission of Client.

28. Signature.

Each party and its employee(s) or agent(s) signing this document certifies that he/she is the person duly qualified and authorized to bind the party so identified to the foregoing Agreement under penalty of perjury.

[Craig City School District](#)

[Next Level Speech Therapy, P.C.](#)

Client Name

NLST

Client Representative Signature Date

NLST Representative Signature Date

Print Name

Print Name

Client Representative Title

NLST Representative Title

**RATE SCHEDULE
(Addendum B)**

Client Name: [Craig City School District](#)

1. Hourly Rates

| <u>Category</u> | <u>Bill Rate per Regular Hour</u> |
|--|-----------------------------------|
| Speech-Language Pathologist (SLP) | |
| - teletherapy, monolingual | \$ <u>93</u> per hour |
| - teletherapy, bilingual or AAC ¹ | \$ <u>96</u> per hour |
| - in-person, monolingual | \$ <u>100</u> per hour |
| - in-person, bilingual or AAC ¹ | \$ <u>102</u> per hour |
| Speech-Language Pathology Assistant (SLPA) | |
| - monolingual | \$ <u>73</u> per hour |
| - bilingual or AAC ¹ | \$ <u>73</u> per hour |
| Paraeducator | \$ <u>53</u> per hour |
| Educational Consultant | \$ <u>100</u> per hour |

1. AAC = Augmentative and Alternative Communication

2. Other Rates

Operating charge (for SLPs only) \$0 per student per month
(Inclusive of all non-hourly costs: assessments/protocols, therapy activities, IEP guidance from in-house Educational Consultant, FERPA-compliant videoconference license when applicable, etc.)

3. Beyond contracted hours

Pre-Approval Requirement of any “additional hours” worked beyond the allotted contractual hours set in each “Placement Confirmation” (Addendum A): [Option 3B](#)

Option 1: No pre-approval required for any Additional Hours.

Option 2: Pre-approved “Floating Hours Bank”: Billable hours that Consultant may draw from to attend extended meetings, complete necessary paperwork, or other needs beyond the allotted contract hours. These hours will not be considered overtime and may be completed on non-student days.
 Number of pre-approved floating hours:

Option 3: Pre-approval of Additional Hours Required. No Additional Hours are authorized under this Agreement.

Option 3A: Approval of Additional Hours may be given in writing or verbally.

Option 3B: Approval of Additional Hours may be given in writing only.

4. If Multi-Year Contract

Rates will increase by 2.5% per hour for each year of a multi-year contract.

5. Overtime

All hours worked by a Consultant in excess of 40 per week will be billed at 1.5 times the regular bill rate, except for hours noted under Option 2.

6. Mileage

If placement involves providing services at more than one facility, travel time between facilities will be billed at the regular hourly rate. Mileage between facilities will be billed at the currently acceptable IRS reimbursement rate.

7. Travel

If a placement involves providing services primarily through teletherapy, but on-site, in-person services are temporarily requested at a location that is more than 50 miles from Consultant's personal residence, the following reimbursement rates apply:

- For single-day, on-site placements where it is reasonable for the Consultant to depart from and return to their personal residence on the same day, the Consultant's travel costs shall be reimbursed at the current IRS standard mileage rate for travel by personal vehicle, or the actual travel costs as supported by accompanying receipts for other forms of travel (ex. air, ferry, train, Uber, etc.) to and from the personal residence of the Consultant;
- For multi-day placements, or when it is unreasonable for the Consultant to depart from or return to their personal residence on the same day, the Consultant's travel costs shall be reimbursed at the current IRS standard mileage rate for travel by personal vehicle, or the actual travel costs as supported by accompanying receipts for other forms of travel (ex. air, ferry, train, Uber, etc.) to and from the personal residence of the Consultant. The Consultant's travel costs for Lodging, Meals & Incidentals shall be reimbursed at the greater of Federal per diem rates as set by the U.S. General Services Administration **or actual expense incurred**.

Client initials: _____

NLST Initials: _____