



## PURCHASE-SERVICE AGREEMENT

This Service Agreement is made effective as of 4/12/2017 by and between DotCom Therapy®, LLC (hereinafter “Contractor”) and Hydaburg City School District (hereinafter “School District”) for the academic and extended school year 2017-2018.

For and in consideration of the mutual promises set forth in this Service Agreement, the parties do mutually agree as follows:

1. Obligations of Contract Company: Contractor hereby agrees to provide speech and language services through teletherapy for school age students as follows:

1.1 To provide direct speech and language teletherapy services and subsequent documentation of services, based on the individual student’s evaluation results and the planned intervention goals on the individual education plan (IEP) and supervision of speech paraprofessional services when requested.

1.2 To provide consultative speech and language teletherapy services, based on the individual student’s evaluation results and the planned intervention goals on the IEP.

1.3 To complete observations, screenings and evaluations of referred students through the use of teletherapy and provide written reports as required by established procedures at the request of the director of special education.

1.4 To develop IEPs for students for the 2017-2018 school year, based on students’ identified needs for speech and language services.

1.5 To attend all parent conferences, team meetings, Individual Education Plan conferences, and other student related meetings as needed to explain evaluation results, therapy services, and to develop IEPs.

1.6 To train therapy facilitators/speech implementers in accordance with professional discretion of contractor.

2. Obligations of School District. School District hereby agrees to the following:

2.1 For the Therapy Services described in Paragraph 1, above, School District shall pay Contractor the amounts set forth in Exhibit A, attached hereto and incorporated herein by reference.

2.2 Provide equipment approved by Contractor to allow Contractor’s representatives to communicate via video and audio with School District’s students, including laptop or iPad

with a high speed internet connection (“Equipment”). School District shall be responsible for maintaining and replacing the Equipment.

2.3 Appoint a designated representative to serve as therapy facilitator to operate the Equipment at the School District’s premises and to follow reasonable protocol as may be set by Contractor’s providers. Contractor will be responsible for training the School District’s representative on treatment protocol and the operation of the Equipment. School District’s representative shall ensure all necessary forms are completed and signed for each student, including consent to treatment. It is the obligation of School District to provide a therapy facilitator for all teletherapy sessions and gain parental consent for teletherapy for each of the students served. The therapy facilitator and School District will assume responsibility for the welfare of the student while receiving teletherapy services provided by Contractor.

2.4 Provide evaluation materials to Contractor if specific assessments are requested.

3. Term of Service. The services described in this Service Agreement will be provided during the following period: July 1st, 2017- June 30th, 2018.

4. Contract Coordinator. The Superintendent for School District is designated as the Contract Coordinator for School District. The Contract Coordinator shall be the sole representative in connection with contractor’s performance under this Service Agreement.

5. Termination for Default. Either party may terminate this Agreement immediately and without prior notice upon breach of this Service Agreement by either party.

6. Terms and Method of Payment. Contractor will submit an invoice for services provided on the 5th day of each month. Invoices must include the dates of services and number of contracted service hours provided. Payment is to be made within 30 calendar days of the receipt of payment request. School District will not pay for services or materials in advance without the prior approval of the Superintendent. All payments will be made to Contractor.

7. Service Delivery. It is understood by and agreed between the parties that Contractor will provide all contracted services through the use of teletherapy. The contractor will make every effort to safeguard and maintain the security of teletherapy services. It is understood by both parties that security of the services cannot be guaranteed. School District releases Contractor performing services and Contractor from any liability should security of the teletherapy platform be compromised. Contractor agrees to utilize secondary means of accessing the teletherapy platform as backup should technical difficulties arise. School District is responsible for providing remediation for all technical difficulties incurred by the resident school district. In the event a scheduled service is cancelled by School District with less than 24 hours notice, School District will be invoiced for the scheduled time. However, Contractor’s therapist will use his or her best efforts to fill the time originally scheduled with other work set forth in Paragraph 1 for School District.

8. Professional Liability. Contractor certifies that all of its providers currently have and agree to maintain during the performance under this Service Agreement, professional liability insurance with minimum limits of \$1,000,000 per claim, \$3,000,000 in aggregate.

9. Service Agreement Transfer. To fulfill this contract, Contractor reserves the right to assign or subcontract speech-language pathology services to appropriately certified and licensed speech-language pathologists. While Contractor will extend the professional courtesy of notifying the Director of Special Education of any anticipated changes in providers, prior notification is not required.

10. Modifications. This Agreement may be amended only by written amendments duly executed by authorized representatives of School District and Contractor. Minor modifications, however, may be made by School District Director of Special Education and/or Superintendent to take advantage of unforeseen opportunities that: (a) do not change the intent of the Agreement or the scope of contractor's performance, and (b) do not increase contractor's total compensation or method of payment. All such minor modifications to the Agreement must be recorded in writing and signed by both the Superintendent and Contractor. No price adjustments will be made unless the procedure has been included in the Service Agreement and a maximum allowable amount stipulated.

11. Relationship of Parties. Contractor is an independent contracting company and not an employee of School District.

12. Monitoring and Evaluation. Contractor shall cooperate with School District, or with any other person or agency as directed by School District, in monitoring, inspecting, auditing, or investigating activities related to this Service Agreement. Contractor shall permit School District to evaluate all activities conducted under this Service Agreement as dictated by School District.

13. Confidentiality of Student Information. If, during the course of Contractor's fulfillment of this Service Agreement, Contractor or its contractors should obtain any information pertaining to the students' official records, Contractor agrees that this Service Agreement shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' official records.

14. Compliance with HIPAA – To the extent that it is required by law, parties warrant that the services provided pursuant to this Agreement shall comply with all applicable rules, regulations and accreditation standards or requirements, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Insofar as parties have access to or has been provided with individually identifiable health information ("IIHI"), as defined in HIPAA, of School District's students or employees, parties agree that it shall: (A) Only use or disclose IIHI as permitted: (1) under this Agreement; or, (2) by School District under the HIPAA rules; (B) Use appropriate safeguards to prevent misuse of IIHI; (C) Make IIHI available to School District if it is necessary to comply with its access and amendment requirements as set forth

under the HIPAA rules; (D) Return or destroy all IIHI upon termination of this Agreement; and (E) Report any improper disclosure of IIHI immediately to School District.

15. Compliance with FERPA – Contractor shall maintain confidentiality concerning personally identifiable information about School District’s students who are involved in the Program as required by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, et seq. and its regulations, 34 C.F.R. Part 99 (“FERPA”) and Section 167.020.7 RSMo. With respect to District’s students, Contractor shall also comply in all respects with the requirements of FERPA and cooperate with the District to insure that the FERPA rights of each student, parent or eligible student who is provided services pursuant to the this Agreement are observed.

15.1 Access to Personally Identifiable Information – Contractor and its employees shall refrain from accessing personally identifiable information regarding any School District student. Student information will only be provided in connection with the Therapy Services and Contractor will only use this information for that purpose.

15.2 Use of Personally Identifiable Information – Contractor agrees that any personally identifiable information regarding School District’s students which is disclosed by the School District to Contractor shall be used solely for the purposes of the Program as required by 34 C.F.R. § 99.33(a)(2).

15.3 Redisclosure of Personally Identifiable Information – Contractor agrees that it will not redisclose any personally identifiable information regarding School District’s Students which is disclosed by the School District to Contractor without the prior consent of the parent or eligible student as required by 34 C.F.R. § 99.33(a)(1).

15.4 Consent of Parent or Eligible Student – If required, School District will shall secure a written FERPA consent from the parent, guardian or eligible student of any School District student involved in Therapy Services.

16. Situs. Ohio law will govern the interpretation and construction of this Service Agreement.

17. Notices. All notices required or permitted under this Service Agreement shall be in writing and shall be deemed delivered when delivered in person, via electronic mail (email), or deposited in the United States mail, postage prepaid, addressed as follows:

DotCom Therapy  
134 W. Park Central Square  
Springfield, MO 65806

Hydaburg City School District  
PO BOX 109  
Hydaburg, AK 99922

18. Severability. If any provision of this Service Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

19. Entire Agreement. This Service Agreement constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Service Agreement. The content of this contract is to remain confidential.

---

Elise Mitchell, M.S. CCC-SLP  
Executive Director of DotCom Therapy

---

Date

---

Janet Stout, Special Education Director  
Hydaburg City School District  
Authorized Representative

---

Date

Please fax or email signed contract upon completion.

An electronic copy and hard copy will be sent to you for your records.

Fax: 1-(844)-536-8266

E-mail: [TheTeam@DotComTherapy.com](mailto:TheTeam@DotComTherapy.com)

We look forward to being a part of your team!

Exhibit A

To Purchase-Service Agreement  
“Committed” Therapy Services

**Committed Speech-Language Pathologist(s) for the 2017-2018 School Year: .2 (FTE) which is approximately 6.7 hours per week.**

For the Therapy Services set forth in the Agreement, School District shall pay Contractor across for services rendered during the regular and extended school year (June 1, 2017- June 30, 2018) as follows:

- a. Contract signed date: \_\_\_\_\_.
- b. Implementation and onboarding kick-off meeting date: \_\_\_\_\_.
- c. The goal service start date is: \_\_\_\_\_.
- d. Billable rate: \$75 per hour for Therapy Services as described in Paragraph 1 of the Agreement; Payments to be made on a monthly basis upon receipt; Extended School Year services available upon request as an extension of this contract.

*Any additional Therapy Services that extend beyond the school year will be approved in advance by School District.*

Please specify to whom and where you would like your invoice sent to:

Name: Janet Stout

Title: Special Education Director

E-Mail: [jstout@hydaburg.k12.ak.us](mailto:jstout@hydaburg.k12.ak.us)

Please list any information you would like sent with your invoice. If left blank, we will send standard invoice: \_\_\_\_\_