

*evals?
price to sit with kids?*

CONTRACT FOR ON-DEMAND SPEECH-LANGUAGE THERAPY SERVICES

This Agreement (“Agreement”) is entered into as of the ____ day of _____, ____ (“Effective Date”), by and between Go Go Midwest Speech Therapy, LLC (“Business”) and Boyceville School District (“District”).

RECITALS

WHEREAS, the District provides special education programs for its students and has identified a need for on-demand therapy services as part of these programs; and

WHEREAS, the Business offers such services and desires to contract with the District to fulfill these needs;

The parties therefore agree as follows:

1. Term and Termination:

This Agreement shall remain in effect for the duration of the regular school year, unless otherwise specified in writing. Either party may terminate this Agreement early by providing 30 days written notice of termination if the other party fails to remedy a material breach or misrepresentation associated with this Agreement. In cases of severe misconduct by either party, the Agreement may be terminated without notice. Severe misconduct includes, but is not limited to: (1) criminal activity such as fraud, theft, or embezzlement; (2) any form of abuse, neglect, harassment, or conduct that endangers the safety or well-being of students; (3) unauthorized disclosure of confidential or protected student information in violation of FERPA or other applicable laws; (4) falsification of records, misrepresentation of credentials, or other unethical professional conduct; (5) gross negligence or willful disregard of contractual obligations that results in harm or disruption of services; and (6) failure to comply with federal, state, or local laws, regulations, or professional licensing requirements. In the event of termination for severe misconduct, the terminating party shall have no further financial or contractual obligations beyond payment for services lawfully rendered prior to the termination date.

Upon termination, the Business shall take reasonable steps to facilitate a smooth transition of services, including providing necessary documentation or guidance to a successor provider, if applicable. Any outstanding reports, evaluations, or required service documentation will be submitted by termination date. Additionally, the Business shall return all District-owned materials, equipment, and records within **30** days of termination and ensure that any confidential student records are securely destroyed or returned in compliance with **FERPA** and other applicable privacy laws.

2. Obligations of Business:

The Business shall provide services on-demand or as needed providing the following professional services:

- A. Development and implementation of Individual Education Programs for students who qualify for applicable therapy services not limited to direct therapy, consultation, or supervision of related personnel.

B. Skilled recommendations and/or modifications regarding service delivery, modality, and accommodations as deemed appropriate per Wisconsin Administrative Code PI 11.36 criteria and Scope of Practice.

C. Collaboration with appropriate personnel to address student services and needs.

D. Attendance in student-related meetings such as IEP meetings, annual review meetings, and other meetings deemed appropriate by both parties.

E. Case management of students, as deemed appropriate.

F. Maintenance of a caseload no more than 40 students under active therapy services during the time of as-needed service provision.

G. Indirect therapy services that support academic achievement include, but are not limited to, skilled session preparation, scheduling, documentation of services provided, and other ancillary tasks deemed necessary to effectively manage and support the assigned caseload.

3. Obligations of District:

These duties are part of the district's obligation to ensure the proper delivery of therapy services.

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

B. District will give Business access to required screening, assessment, and therapy materials. District will provide district forms, computer, and access to necessary technology for service provision. All requested materials will be provided to Business at least 10 business days prior to service start to allow for smooth initiation of services.

C. The District shall promptly respond to all reasonable requests made by the Business for information, approvals, and other matters related to the Business's services. The Business will not be liable for any delays which result from the District's failure to respond promptly.

D. The district should provide up to 5 days' notice for requests for services from a business, allowing sufficient time for the Business to assess and accommodate the needs of the request effectively. This notice period ensures that the Business can allocate resources, make arrangements, and meet the expectations of the district.

4. Invoicing and Billing:

Billing: The District agrees to pay a rate of \$95 per hour for all services specified in this Agreement, as well for any additional services requested and assigned by the District.

Invoicing: By the 5th of each month, Business will provide an invoice for services from the previous month. The billing basis is 0.8 FTE (approximately 30 hours per week). Any services requested by the District exceeding this 0.8 FTE threshold must be authorized in advance and will be billed at the standard hourly rate. District shall pay such invoice within 30 days of

receiving the invoice or a 5% invoice increase will be applied for late payment.

Collection Fees: If the District fails to remit payment within 60 days past the due date, the Business reserves the right to engage a collection agency or pursue legal action. The District agrees to be responsible for any reasonable costs of collection, including but not limited to, collection agency fees, attorney fees, court costs, and other expenses incurred in recovering the outstanding balance.

5. Privacy and Confidentiality: The Business agrees to comply with all applicable privacy laws, including the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA). All personally identifiable information (PII) and student records obtained during the course of this agreement will be used solely for the purpose of providing services and will not be disclosed without proper authorization, except as required by law.

In accordance with state and federal law, Business reserves the right to disclose confidential information when necessary to report suspected abuse, neglect, exploitation, or any situation that poses a risk to the safety and well-being of a child or vulnerable individual. Such disclosures will be made only to the appropriate authorities, including child protective services, law enforcement, or other designated agencies, as required by law. Mandated reporting obligations take precedence over confidentiality agreements, and no employee or contractor of Business shall be penalized for making a good-faith report of suspected harm

The Business will implement appropriate safeguards to protect confidential information and will immediately notify the District of any unauthorized access, use, or disclosure.

6. Insurance: Business shall maintain professional liability insurance for all services performed under this Agreement. Proof of insurance with minimum limits of \$1,000,000 per occurrence shall be provided to the District upon request. As an independent contractor, Business is solely responsible for all federal and state income tax withholdings and Social Security (FICA) payments. The District shall not provide workers' compensation or participate in any teacher retirement system on behalf of the Business.

7. Regulatory Compliance: Business will comply with all Federal, State and Local regulations concerning special education compliance. Business will submit a W-9 form to be kept on file at the school district office.

8. 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.

9. Indemnification: The Business agrees to indemnify, defend, and hold harmless the District, its officers, employees, and agents from any and all claims, liabilities, damages, and expenses (including reasonable attorney fees) arising out of or resulting from the Business's performance of services under this agreement, except to the extent caused by the negligence or willful misconduct of the District.

Conversely, the District agrees to indemnify, defend, and hold harmless the Business, its officers, employees, or subcontractors from any and all claims, liabilities, damages, and expenses (including reasonable attorney fees) arising from the District's and its representatives' acts or omissions in connection with this agreement, except to the extent caused by the negligence or willful misconduct of the Business.

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. Any ambiguities in this Agreement shall not be interpreted against the drafting party. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

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

13. Standards, Disclaimers, & Limitations: The Business's services under this Agreement are limited to providing skilled therapy services, which the Business will perform in accordance with generally accepted industry standards and practices. The Business does not assume any responsibility for the acts or omissions made by the District, its employees, students, caregivers, or any other third party. The Business does not make any guarantees regarding the effectiveness of therapy or student progress. Except as expressly provided in this Agreement, each party disclaims all warranties of every kind, whether express or implied. Neither party will be liable to the other party for any incidental, consequential, indirect, special, exemplary, or punitive damages, arising out of or related to this Agreement. The disclaimers and limitations of liability in this agreement will apply regardless of the underlying legal theory of the claims and regardless as to whether the other party has been advised of the possibility of such damages.

14. 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.

Each party is signing this Agreement as of the Effective Date.

Go Go Midwest Speech Therapy, LLC

Sign: _____

Print: _____

Title: _____

Boyceville School District

Sign: _____

Print: _____

Title: _____