

SPEECH THERAPY SERVICE CONTRACT

This Speech Therapy Service Contract ("**Agreement**") is made and entered into as of the 8th day of November, 2011 ("**Execution Date**") by Duluth Schools ISD 709 ("**School**") and Speech Partners, LLC a Minnesota limited liability company ("**Provider**").

AGREEMENT

In consideration of 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.** The term of this Agreement shall commence on the first day of the 2011 / 2012 school year and shall terminate on June 8th, the last day of the 2011 / 2012 school year ("**Term**"). The term of this Agreement shall also include any Extended School Year services provided at the request of the School. Notwithstanding the aforesaid, the parties agree that in the event the total compensation paid to the Provider by the School as outlined in Article 10 below equals or exceeds \$45,000 (See Addendum), then either party may terminate the Term of this Agreement by providing written notice to the other party (the "**Early Termination Date**"). Any and all monies due and owing up and through the Early Termination Date shall be due and payable within 14 days after receipt of an invoice evidencing the work performed up and through the Early Termination Date.
2. **AGREEMENT TERMS.** All services rendered by the Provider shall be rendered in a competent, efficient, and satisfactory manner and in strict accordance with currently approved methods and practices of the Provider's profession. The parties agree that the Provider shall be an independent contractor and not the School's employee.
3. **PROVIDER'S QUALIFICATIONS.** All services provided by the Provider shall be performed by a Minnesota licensed Speech-Language Pathologist ("**SLP**") holding a Certificate of Clinical Competence ("**CCC**") with ASHA Certification. All SLPs shall provide the School with any required qualification documentation upon request of the School.
4. **SERVICES OF PROVIDER.** Services shall include Speech-Language Pathology furnished in accordance with the plan of treatment/IEP. The Director of Special Education at Duluth Public School may oversee the contracted services to ensure that services are provided in compliance with students IEPs. SLPs shall utilize best efforts to:
 - a. Provide appropriate speech therapy services on a regular basis according to IEP specifications using the telepractice service model.
 - b. Provide appropriate documentation required by the School.
 - c. Develop and follow the IEP for the student's communication deficits or work with appropriate School staff to adjust IEP to meet the student's needs.
 - d. Evaluate communication skills of students as requested.
 - e. Communicate regularly with appropriate staff via email or phone.
 - f. Participate in student's IEP meetings and appropriate conferences via computer or phone.

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g. Re-schedule any missed sessions caused by the SLP. Missed sessions caused by the student/school may be re-scheduled if possible and will be billed at the regular rate.

5. **INSURANCE.** Provider shall maintain professional liability insurance coverage of at least \$1,000,000 per occurrence. A copy of the certificate of insurance evidencing such coverage is available upon request.

6. **CIVIL RIGHTS.** Provider agrees to comply with TITLE VI of the Civil Rights Act of 1964 and all requirements imposed by the Department of Health, Education and Welfare in the end that no person in the Unites States shall, on the ground of race, color, religion, or sex be excluded from the participation in services.

7. **CONFIDENTIALITY.** Provider shall keep all student information confidential, only discussing information with parents, teachers, or other involved professionals on a need to know basis. Any information and methods of service provided by the Provider to the School shall be kept confidential by the School and may not, without prior written consent of the Provider, be disclosed in any manner for any other purpose than performing its requirements under this Agreement. The terms of this Article shall survive for one (2) years following the termination of the Term.

8. **TECHNOLOGY.** SLPs shall provide and maintain their own technology to use the online speech therapy meeting room for the scheduled sessions. In the event that the SLP's technology is temporarily not functional, the SLP will contact the School and the School will not be charged for the scheduled sessions. All attempts will be made to re-schedule those missed sessions.

The School shall be responsible to provide and maintain its own technology in order to adequately use the online speech therapy meeting room. This includes a Microsoft Windows based PC with an adequately sized monitor, webcam, a headset, a back-up phone (speaker phone or headset), printer, and reliable high-speed internet with adequate bandwidth for telepractice. Any missed sessions (without 24 hour notice) due to the school's non-functional technology will be billed at the regular rate. Reasonable efforts will be made to re-schedule those missed sessions and will be billed at the regular rate.

The School shall give the Provider full-administrative access to its telepractice computer via a remote management software package that is provided by the Provider free of charge. The School shall allow internet access to online speech therapy resources through the telepractice computer's internet connection. The Provider agrees to restrict its use of the telepractice computer and its internet connection for the sole purpose of providing speech therapy services to the school.

9. **OTHER ACCOMODATIONS.** The School shall provide at its own expense, a "telepractice assistant" (usually a paraprofessional) to maintain the continuity of the telepractice services under the SLP's supervision and direction. The School shall also provide a quiet room that is adequate for telepractice speech therapy services.

10. **COMPENSATION.** Provider shall be compensated by the School for speech therapy services rendered at the request of the School at the rate of \$75.00 per hour. Speech therapy services include but are not limited to evaluation, direct time, indirect time, make-up sessions, preparation time, documentation time, meeting time, & therapy-related communication. In addition, any travel time and mileage incurred by the SLP to the school will be reimbursed at the same rate if approved in writing by both the School & the Special Education Director.

All scheduled appointments require a minimum of 24 hour notice for cancellation in order to avoid being charged at the regular rate.

Provider shall provide bi-weekly billing statements of services rendered, which shall be paid no later than 14 days after billing statements are submitted to School District.

11. **MISCELLANEOUS PROVISIONS.**

a. **Captions.** The headings in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.

b. **Modification.** This Agreement may not be altered, modified or amended except by an instrument in writing signed by each of the parties hereto.

c. **Governing Law.** The laws of the State of Minnesota shall govern the validity, construction and performance of this Agreement, to the extent not pre-empted by federal law. Any legal proceeding related to this Agreement shall be brought in Hennepin County, Minnesota.

d. **Notices.** All notices and other communications required or permitted under this Agreement shall be in writing, and provided to the other party either in person, by fax, or by certified mail.

e. **Survival.** Notwithstanding the termination of this Agreement, the terms of this Agreement which relate to periods, activities, obligations, rights or remedies of the parties upon or subsequent to such termination shall survive such termination and shall govern all rights, disputes, claims or causes of action arising out of or in any way related to this Agreement.

f. **Attorney's Fees.** If any action or proceeding is commenced by any party to enforce its rights under this Agreement or to collect damages as a result of the breach of any of the provisions of this Agreement, the prevailing party shall be entitled to recover all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, in addition to any other relief awarded by the court.

h. **Severability/Enforcement.** Should any provision of this Agreement be held illegal or unenforceable, the Agreement shall be construed as if not containing the invalid provision(s), and the Agreement shall be construed to give effect to the intent of the parties and shall be governed by the remaining portions or provisions governing the rights and obligations of the parties. A party's decision to refrain from enforcing a breach of any part of this Agreement (or a party's settlement of any claims for breach) will not prevent the party from enforcing the

Agreement as to any other breach of this Agreement that the non-breaching party discovers and shall not operate as a waiver against any future enforcement of any part of this Agreement.


i. Rule of Construction. The parties acknowledge and agree that the normal rule of construction whereby ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

j. 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.

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:

_____ on ____/____/____
School's representative


_____ on 11/10/2011
Provider

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Addendum

Estimated service times for typical articulation student based on current Morgan Park caseload as of 11/4/2011

Morgan Park Caseload

Estimates are based on the following caseload information provided by Jason Crane.

- **Currently 14 students are receiving direct speech services**
- **2 other students currently in assessment**
- **9 students receive 60 minutes/week of direct service**
- **1 student receives 40 minutes/week of direct service**
- **6 students receive 30 minutes/week of direct service**

Weekly Direct ServiceTime-Estimated to be 13 hours

Prep Time-Estimated to be 5 hours

Monthly due process time* – 4 hrs/student per year or on average 8 hours each month

Third party billing - typically 20 minutes/month per MA student

Evaluations/Re-evaluations - 3 hrs per student

***Due process includes case management time for planning IEP meeting, attending student IEP meeting, completing necessary paperwork to implement new IEP and progress report writing**

Please note that this is just an estimate based upon the information provided and that notwithstanding anything contained in this estimate to the contrary, in no way does it alter, modify or change the Agreement including but not limited to Article 10 of the Agreement entitled "Compensation."