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School Speech and Language Contract Agreement

This Agreement ("Agreement") is entered into as the 19th day of August 2024, between **Engage Speech Language Services, PLLC**, hereinafter referred to as "the VENDOR" and **Montgomery County Schools** hereinafter referred to as "the BOARD" for the provision of speech and language pathology services.

The Vendor and the Board Agree:

1. **Scope of Services**:
    a. The Vendor will provide the Board with speech and language therapy services rendered by a qualified, state licensed and ASHA certified speech-language pathologist via teletherapy.

    b. The Vendor will render the following services:
        i. speech and language therapy described as direct or indirect therapy services as indicated on each student's Individual Education Program (IEP)
        ii. speech and language screening and evaluations
        iii. active participation in IEP meetings
        iv. management of required documentation and attendance (e.g. session notes for Medicaid billing)
        v. development of IEPs
        vi. evaluation and progress reports
        vii. therapy planning/material creation
        viii. teacher consultations and MTSS strategies for students not yet referred to special education
        ix. parent consultations/communication
        x. once a month in-person school district visits for direct and/or indirect therapy services

    c. The Vendor will comply with all school policies, special education state and federal policies and procedures that apply.

    d. The Vendor will store student confidential records in a safe and legal manner.

    e. The Board shall provide a point of contact for schools served to coordinate service times and maintain the continuity of the teletherapy services.

    f. The Board shall provide a suitable place for administering speech language pathology services. It will allow the use of equipment and supplies (e.g. student device and headset as needed) in providing teletherapy services.

    g. The Vendor shall provide formal evaluation materials necessary for speech and language evaluations while the Board shall provide testing protocols as needed.

2. **Term and Termination**:

a. The term of this Agreement shall commence one week prior to school starting in 2024 and terminate one week after school ending in 2025, unless terminated earlier in accordance with the terms and conditions set-forth.
b. *Termination without Cause:* Either party has the right to terminate the Agreement without cause by giving 30 days written notice.
c. *Termination with Cause:* Either party reserves the right to terminate this Agreement immediately if the other party fails to comply with any terms or conditions of this Agreement and such failure continues for 15 days following receipt of written notice.

3. **Compensation**:
   a. The rate established by mutual agreement, shall be per fully qualified, licensed, and certified speech language pathologist at a rate of $**75** per hour. Contract services will not exceed $70,000 (approx. 93.3 hours/month at aforementioned rate). Rate includes once monthly travel to and from district.
   b. The Vendor will provide the Board with monthly invoice based on the rate listed above.
   c. The Board will provide payment to the Vendor within 30 days of receipt of a submitted invoice. The invoice will contain description, location, time and date of services. Payments not made within 30 days may become subject to a $100.00 late fee.
   d. The Board shall make payments to Engage Speech Language Services, PLLC as invoiced.

4. **Independent Contractor:**
   a. Both parties agree that the terms of the Agreement do not constitute a formation of a partnership, joint venue, employer-employee, or other relationship and no form of agency exist between the parties.
   b. The Board agrees to submit W-9 form with Vendor submitting a completed W-9 form and Request for Taxpayer Identification Number and Certification with social security number/federal identification number.

5. **Insurance/License:**
   a. The Vendor agrees to maintain professional liability and malpractice insurance with the following minimum limits of liability: $1,000,000 per occurrence and $3,000,000 in the aggregate and provide Board with proof of insurance upon request via email.
   b. The Vendor is licensed by the State of North Carolina in the performances of the Services provided herein and agrees to provide proof upon request via email.

6. **Miscellaneous**:
   a. The Board agrees that the Vendor's caseload shall not exceed 35 middle/high school IEP students or 25 elementary IEP students. In the event caseload maximum is exceeded for ten (10) consecutive days, the Vendor and the Board will meet to develop a plan to be implemented as soon as the maximum number is reached.

   b. All documentation relating to this project must remain confidential and an exclusive property of the Board. Any amendments or changes must be executed in the same manner as this contract.

c. Services outside of the scopes of the services mentioned in this agreement (e.g. AAC evaluations) may be subject to an additional mutually agreed upon adjustment or fee.

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.

BOARD: Montgomery County Schools

_____ On: ___/___/___
Mr. Steven Deberry
Board Chair

_____ On: ___/___/___
Dr. Dale Ellis
Superintendent

_____ On: ___/___/___
Mr. Mitch Taylor
Chief Financial Officer

_____ On: ___/___/___
Dr. Takeda LeGrand
Executive Director of Exceptional Children

VENDOR: Engage Speech Language Services, PLLC

_____ On: ___/___/___
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