Professional Service Contract
2024-2025 School Year
Addendum

Contractor Name: Refine Communication Solutions, LLC
Contractor Address: 175 Enfield Drive, Carthage NC 28327
Phone: 716-400-8109

Montgomery County School District
Professional Services Contract with
Refine Communication Solutions, LLC

Whereas, pursuant to the Individuals with Disabilities Education Act (IDEA), local school districts are responsible for providing a Free Appropriate Public Education (FAPE) to children who are eligible for special education and related services.

THIS AGREEMENT IS ENTERED into on October 1, 2024 between Montgomery County School District, hereby known as the (purchasing agent), having a principal place of business at Po Box 427 Troy, NC 27371-0427 and Refine Communication Solutions, LLC, hereby known as the Contractor. Through this agreement, the Contractor agrees to provide Speech-Language and Communication services for students attending Montgomery County Schools in accordance with the district's needs during the 2024-2025 school year.

CONSENT/AUTHORIZATION TO ACCESS EDUCATIONAL RECORDS OR PROTECTED HEALTH INFORMATION
The Contractor shall at all times require the written consent or authorization of the parent/guardian or student, if 18 years of age or older, for the disclosure or access to educational records pursuant to FERPA or protected health information pursuant to the Health Information Portability and Accountability Act (HIPAA) regarding the student, and shall maintain the confidentiality of that information consistent with state and federal law.

CONTRACTOR'S COVENANTS AND REPRESENTATIONS
Contractor covenants and represents as follows:

(a) Contractor agrees that all information regarding services provided pursuant to this Agreement, including, but not limited to, the student's identity and the nature of services rendered, shall be confidential pursuant to the Family Educational Records and Privacy Act (FERPA).

(b) Contractor represents and warrants that it has in place Administrative Security, Physical Security, and Logical Security controls to protect from a data breach or unauthorized data disclosure.

(c) Contractor agrees to restrict access to Personally Identifiable Information (PII) to only authorized staff who require such access to perform their assigned duties.

(d) Contractor agrees not to use student data and PII for secondary uses including, but not limited to, sales, marketing, or advertising.

(e) Contractor represents and warrants that it has an appropriate records retention schedule and/or policy for the destruction of data that is not inconsistent with the School's record retention policy.

(f) Contractor agrees to indemnify and hold harmless the School from any liability, including, but not limited to, costs, fines, expenses, and attorney fees, resulting from Contractor's performance of the services

provided under this Agreement and/or non-compliance with state and federal law, including Contractor's Covenants and Representations as set forth in this Agreement.

(g) At the School Board's discretion, penalties for non-compliance with state and federal law or Contractor's Covenants and Representations as set forth in this Agreement may include, but are not limited to a 2 year ban on Contractor's ability to provide services to the School.

The following services(s) request: Speech-Language and Communication Services for the 2023-2024 School Year
This contract does not include ESY.

	Item Description	Cost	Total
	Speech-Language and Communication Services Monday-Friday 2024-2025 School Year *Day of the week, time, and place dependent upon Refine Communication, LLC's clinician's availability*	$73.00 per hour for direct and indirect time	Dependent upon billable hours each week

- Agreed upon additional allowances include: Outlined in Exhibit A, attached below
- Contractor requirements attached hereto are made a part of this contract.
- The parties agree that the Contractor is solely responsible for all costs and expenses incurred in connection with the performance of those services described in this agreement unless noted above.

1. The contractor agrees to provide special education and /or related services in accordance with the following State and federal laws and regulations: North Carolina Code; North Carolina State Board of Education Regulations pertaining to special education;the Individuals with Disabilities Education Act; Part 34 of the Code of Federal Regulations, Sections 330.330-300-349 and 30.400-300.576; Section 504 of the Rehabilitation Act; Part 104 of the Code of Federal Regulations; and the Family Educational Rights and Privacy Act. These regulations include, but are not limited to, provision relating to:

a. FAPE
b. Least restrictive environment (LRE)
c. Personnel who meet appropriate standards
d. Individualized Education Programs (IEPs)
e. Parent participation
f. Procedural safeguards
g. Protection in evaluation procedures
h. Confidentiality of information
i. Nondiscrimination on the basis of handicap

2. The Contractor agrees to provide education and/or related services for identified student(s) including:
   a. The appropriate staff and oversight to implement IEPs for each student as determined by the school IEP team;
   b. Services to the student according to the school district's 2023-2024 school calendar (attached), excluding emergency school closures.

3. The Contractor further agrees to provide the School the following:
   a. Other ongoing progress reports that the contractor uses to monitor each student's progress toward IEP goals and objectives;

b. Verification that the contractor personnel responsible for providing special education and related services meet the highest entry-level state standards for the appropriate occupation category;
c. Submission of monthly billings to the School for programs/Services provided;
d. Written documentation for service days, times and results of services provided for each student, as per the IEP.
e. A copy of the service provider's subcontractor qualifications showing professional credentials for the School's files;
f. Services as authorized in the student's IEP; as directly related to behavioral intervention services;
g. Assurance that all work will be performed in accordance with the highest professional standards; and

4. If the student is no longer receiving services from the Contractor for any reason, the Contractor shall inform the School, and the obligation of the School to pay for services will cease as the last day of service provided.

5. The contractor and the School agree to comply with all pertinent statutes of the State of North Carolina and such rules and regulations as the State Board of Education may legally prescribe, which are by reference incorporated in and made a part of this Contract as though set forth herein.

6. The School assures that health-related services or program placement will begin after having conducted an IEP team meeting to develop an IEP. The contractor, at the School's discretion, may request or attend subsequent IEP team meetings to revise the student's IEP, but a School representative must participate in all such meetings.

7. The School will pay the contractor based on submission of an invoice with documentation described in 3.f. ***All invoices should be submitted every two weeks after the 15th and 30th or 31st of each month.*** Montgomery County will remit payment to be received by the Contractor within 5- 10 days of receipt of invoice.

8. The contractor will specify the number of hours of service per week/month agreed to for the above student in accordance with the student's IEP.

9. The school will provide documentation necessary for the contractor to carry out the portion of the IEP that falls under the contractor responsibility.

10. The School will compensate the contractor for services provided for students as outlined in Exhibit A, found at the end of this contract.

11. This agreement may be terminated by either party. Upon termination, the contractor will stop services. The contractor will be reimbursed for the costs incurred to date of termination upon submission of invoice with documentation as described above within 60 days of termination.

Montgomery County Schools District	Refine Communication Solutions, LLC
Signature	Signature
Superintendent	
Title of Position	Title of Position
10/3/24	
Date	Date

Refine
Speech-Language and Communication Therapy

EXHIBIT A

This exhibit, as part of the Agreement between Montgomery County School District and Refine Communication Solutions, LLC (Contractor; contacts listed below), defines the terms of service provision.

Provider:	Estimated Time and Location:	Contractor Contact:
Refine	Candor Elementary - 20-25 hours a week	Justine Torres, Lenay Ludwig, Paige
Refine	Star Elementary - 20-25 hours a week	Paige Christman
Refine	Green Ridge Elementary - 25-30 hours a week	Whitney Pinson
Refine	Mount Gilead Elementary - 8 hours a week	Talia Hayes
Refine	East Middle School - 8 hours a week	Talia Hayes
Refine	Troy Elementary - 24 hours a week	Talia Hayes

- 6 Schools, 5 Providers, Around 150 students, 205 Weekly Therapy Sessions

Provider shall provide to the Students with a licensed therapist. For each consultation the therapist shall:

a. Conduct a consultation to assess the Student's therapy needs; and
b. Based upon consultation, respond as follows:
    i) Perform direct therapy sessions and assessments
    ii) Communicate by email or phone with educators and caregivers
    iii) Plan, document and create reports
    iv) Manage and attend IEP meetings as requested by Client

Direct Service Rates:

• $73.00 per hour for speech-language and communication services paid by Client to Provider twice per month

Additional Services/times Estimated throughout the school year:

• File Review per new student: 30 minutes
• IEP goals written and entered in ECATS: 1 hour- 3 hours
• Eligibility testing: 30 min – 1.5 hours, depending on student and test type
• Quarterly Progress Notes: 10-15 minutes per student
• Attendance to IEP/Eligibility Meeting: length of meeting

Cancellations/No Shows:

- 24 hour notice (and or first thing in the morning) is required if a student will not be at school on their scheduled therapy, screen and or diagnostic day, if not told 24 hours prior (and or first thing in the morning) and SLP is ready to serve student a billable charge will be acquired by Montgomery County School District

Mileage Reimbursement:

N/A