

Speech/Language Services Contract

This contract contains any and all agreements by and between North Boone Community Unit School District #200 (District) and Lighthouse Speech Therapy, PLLC (Contractor). It is understood that the Contractor will be providing speech and language services to the North Boone Community Unit School District #200 (the District) effective August 19th, 2022 through June 2nd, 2023. This contract may be terminated by the Contractor or the North Boone Community Unit School District #200, as long as written notice is provided at least ten (10) days in advance. The District will have no liability to the Contractor beyond the date of termination. In no event will Contractor be entitled to compensation for lost profits or opportunity.

Subject to the terms and conditions of this agreement, North Boone Community Unit School District #200 engages the services of Lighthouse Speech Therapy, PLLC as an independent contractor at the rate of \$100.00 per hour for the hours of 8:00am-3:15pm, with a 30 minute unpaid lunch, not to exceed two days a week without Contractor approval (adjust based on NBCUSD teacher contract hours)

It is understood that all evaluations, documentation, data entry, billing, participation in special education meetings, as well as consultation with parents and staff are included within the hourly rate. If the Contractor is in attendance of special education meetings, in excess of the contracted hours listed above, North Boone Community Unit School District #200 will provide compensation for these duties at the rate of \$100.00 per hour.

The District shall pay the Contractor only for time actually worked by the Contractor and shall not be responsible for travel time or any other expenses incurred in the performance of this Agreement. The District shall pay the contractor in accordance with the Illinois *Local Government Prompt Payment Act*. The Contractor shall submit a request for payment in a format acceptable to the District no later than the 1st day of each month services are performed. At a minimum, each request for payment must state a description of the services provided, the number of hours worked, and the current payment due. Unless otherwise directed in writing, the Contractor shall send all requests for payment in the first week of the month via email to the attention of Ashley Doetch and/or Patty Moore.

North Boone Community Unit School District #200 shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against North Boone Community Unit School District #200 for vacation pay, sick leave, retirement benefits, social security, pension payments, worker's compensation, health or disability benefits, unemployment insurance, or any other wages or benefits of any kind.

To the fullest extent allowed by law, the contractor agrees to indemnify, hold harmless and defend the District, its Board of Education, and its individual Board members, officers, employees, agents, representatives, successors, and assigns against any and all suits, disputes, actions, legal proceedings, claims, demands, losses, injuries, costs and expenses (including attorneys' fees), damages, liabilities, and judgments in any manner caused by, resulting from, arising out of, incidental to, based upon, or connected in any way with any act or omission of the contractor, its officers, employees, agents, representatives, successors, and assigns, or any breach of this Agreement. The foregoing indemnification shall survive the expiration or termination of this Agreement. Additionally, the contractor waives any and all rights against the District he/she may have under any Worker's Compensation Act or interpretations of such laws, including, but not limited to those rights under the judicial decision in *Kotecki v. Cyclops Welding Corporation*.

It is mutually agreed upon by both parties hereto that:

I. District will:

- A. Provide a caseload that does not exceed 25 students, unless approved by the Contractor.
- B. Provide a suitable, designated work area for the Contractor to administer SLP services.

- C. Provide the Contractor with access to supplies and equipment necessary to complete work assignments, including but not limited to a computer, printer, office supplies, building map, building procedures and policies, and standardized assessments
- D. Provide the Contractor a brief overview of the IEP/documentation platform and Medicaid billing program, if applicable.
- E. Submit session details for each student assigned to the Contractor to a third party billing company for North Boone Community Unit School District #200 to receive Medicaid for the Schools reimbursement, if applicable.
- F. Provide the necessary information regarding each student to be serviced by the Contractor.
- G. Make payments to the Contractor monthly.
- H. Exempt the Contractor from building level duties and building or district level professional development, unless agreed upon by both parties. Compensation to be provided by North Boone Community Unit School District #200 to Lighthouse Speech Therapy, PLLC at a rate of \$100.00 per hour for participation in supplemental activities.

II. Lighthouse Speech Therapy, PLLC (the Contractor) will:

- A. Perform speech/language therapy in accordance with the Individualized Education Plan for each individual student assigned to the Contractor.
- B. Evaluate incoming students to determine eligibility for special education services.
- C. Act as the case manager for students assigned to the Contractor who qualify for special education services under the disability category of Speech and Language Impairment.
- D. Perform record review, assessments, student observation, report writing, and/or interviewing for the completion of an Individualized Education Plan and/or Evaluation Team Report for each student assigned to the Contractor.
- E. Provide written progress reports for each student assigned to the Contractor in accordance with North Boone Community Unit School District #200's reporting periods.
- F. Attend annual and triennial review meetings with the special education team if meetings are held the day the Contractor is scheduled to be on site.
- G. Be responsible for carrying professional liability insurance and providing proof of coverage to North Boone Community Unit School District #200.
- H. Complete and submit monthly invoices in order to receive compensation for services rendered.
- I. Meet the certification and qualification requirements for a Speech Language Pathologist in the state of Illinois; including holding an active Speech Language Pathology license through the Illinois Department of Financial and Professional Regulation, a Professional Educator License through the Illinois State Board of Education, and maintaining Certificate of Clinical Competence through the American Speech Language Hearing Association.
- J. Follow all policies and procedures implemented by North Boone Community Unit School District #200 at the building and district level.
- K. Maintain confidentiality of student records as required by state and federal laws and professional standards.
- L. All reports, files, and records relating to the business of North Boone Community Unit School District #200, whether prepared by the Contractor or otherwise coming into the Contractor's possession, shall remain the exclusive property of North Boone Community Unit School District #200. Forms, documents, or other inventions created by the Contractor prior to or while under contract with North Boone Community Unit School District #200, outside of reports completed for the business of North Boone Community Unit School District #200, are the property of the Contractor.

- M. Upon termination of services, the Contractor will promptly return to the District all property belongings to the District including without limitation: computer, office supplies and documents.

The Parties mutually agree to ensure that all activities and services covered by this Agreement comply with all applicable privacy and confidentiality laws and regulations including, but not limited to: the *Family and Educational Rights Privacy Act* (20 U.S.C. § 1232g; 34 CFR Part 99) (“FERPA”); the *Illinois School Student Records Act* (105 ILCS 10/1) (“ISSRA”); the Federal Regulations on Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2); the *Health Insurance Portability and Accountability Act* (45 CFR Parts 160 and 164); and the *Illinois Mental Health and Developmental Disabilities Confidentiality Act* (740 ILCS 110). In addition, the contractor agrees that any information it receives from the District or otherwise in the performance of the services under this Agreement shall remain the property of the District and shall be treated and maintained by the contractor as confidential information and used only for the identified purposes in conjunction with the services under the Agreement. Such records shall not be disclosed to third parties for any reason other than to law enforcement or medical personnel in the event of an emergency, and should not be used for the contractor’s own business purposes outside the performance of services under the Agreement. Upon termination of the Agreement for any reason, any student record information in possession of the contractor shall be returned to the District and all copies of such information in all formats destroyed in accordance with all applicable laws and policies of the District. All information that qualifies as a student record under FERPA and/or ISSRA shall be handled by the contractor in accordance with those laws and the Board’s policies. If there is a breach of such information (i.e. disclosure to a third party by the contractor), the contractor shall, within two (2) calendar days of knowledge of the incident, inform the District of the breach and the data affected. As it applies, the contractor will execute a FERPA Statement of Understanding and other required documentation outlining appropriate guidelines as required by the District. Notwithstanding the termination of this Agreement for any reason, the confidentiality provisions of this paragraph will continue in full force and effect following such termination.

The above contract contains the entire agreement between Lighthouse Speech Therapy, PLLC and North Boone Community Unit School District #200. Any amendments or changes must be documented in writing and executed in the same manner as this contract.

I agree to all stipulations of the above contract:

Stefanie McWilliams M.S. CCC-SLP
Lighthouse Speech Therapy, PLLC Owner/SLP

Date

North Boone Community Unit School District #200 Board President

Date