

ATTACHMENT IX-I: Contracting Speech Services

Suggested Motion: Approve the Contract for Speech Services with Ashley Moritz and VocoVision

Recommended Action: Approve as presented.

For the 2015-2016 school year, North Boone posted a position for a speech language therapist. In the time that it was posted no applicants applied for the position. It can be difficult to find local Speech Language Pathologist due to shortages and geographical restrictions. After many weeks of searching, it is being recommended to contract the services with Ashley Moritz as well as VocoVision to cover the caseload at North Boone Upper/Middle and Manchester.

Services through VocoVision will be provided in an alternative format. The services will be delivered using teletherapy which can capture a student's inherent attraction to technology while delivering speech language services. A certified speech and language pathologist will provide services using a touch screen. "Tele-therapy" is endorsed by the American Speech and Hearing Association.

Ashley Moritz is a Sole Proprietor of Speech and Language Pathology Services and will be in the district twice a week. She will provide services to student through traditional methods as well as completing evaluations as requested.

Attached are the contracts for both service providers.

Ashley Moritz, M.S. CCC-SLP/L
Sole Proprietor of Speech & Language Pathology Services
1177 Kingsmill Dr., Algonquin, IL 60102
amoritz87@gmail.com (847) 651-2470

AGREEMENT

This AGREEMENT (the “Agreement”) is entered into this 31st day of August 2015 by and between North Boone CUSD 200 (the “District”) and ASHLEY MORITZ (the “Provider”).

WHEREAS, the Provider, an independent contractor, is engaged in the business of providing SPEECH & LANGUAGE THERAPY AND EVALUATION SERVICES (“Services”); and

WHEREAS, the District has requested that the Provider offer Services to certain students within the District and the Provider has agreed to perform such services upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein, it is hereby agreed as follows:

1. Obligations of the Provider. At the request of an authorized representative of the District, the Provider shall be responsible for: (a) collaborating with the educational team to develop a Plan TO PROVIDE SPEECH LANGUAGE THERAPY AND EVALTUATION SERVICES (b) provide Services to students based on the Plan developed for such students (c) provide the District with progress notes and other student information as the District may require (d) maintain the qualifications necessary to provide the Services as set forth in Section 3 below (e) and comply with all applicable federal and state laws, regulations, and district policies.

The Services to be rendered under this contract shall be performed by the Provider both “on-site” at multiple school locations within the **North Boone Community Unit School District 200** when school is in regular session and “off-site” from a separate office location when necessary and possible. “On-site” Services will be provided on **MONDAY and TUESDAY mornings between the hours of 9:00am and 12:00pm**. Additional on-site service time may be provided when agreed upon by both the Provider and the District.

2. Obligations of the District. The District shall be required to provide the Provider with adequate facilities and materials necessary for the performance of the Services. In addition, the District shall provide the Provider with access to administrative resources, including, without limitation, computers, photocopiers and related supplies necessary for the performance of the Provider’s duties hereunder. The District shall also compensate the Provider on a timely basis as outlined in Section 4.

3. Qualifications of the Provider. The Provider hereby represents and warrants that the Provider and each of its employees performing Services under this Agreement have the qualifications required to meet the criteria necessary for the performance of the Provider’s duties hereunder. In addition, the Provider and its employees providing Services hereunder shall at all times during the term of this Agreement comply with all licensing requirements necessary for the performance of the Provider’s duties

hereunder as well as the ethical standards and other applicable rules and regulations of all governmental agencies regulating the performance of Services by the Provider and its employees.

4. Compensation. The District will pay the Provider a Fee of **\$75.00** per hour for “On-site” Services and a Fee of **\$55.00** per hour for “Off-site” Services as performed by the Provider under this Agreement. The Provider shall send the District an invoice at the end of each month during the term of this Agreement for fees due with respect to work performed by the Provider or its employees during that month and the District shall be obligated to pay such invoice within twenty (20) business days from the date of such invoice.

5. Non-Discrimination. The parties hereto agree that Title VI of the Civil Rights Act, The Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, and The Prevailing Wage Act shall apply to this Agreement. Further, no student of the District may be subject to discrimination or be denied the benefits of the Services provided by the Provider hereunder on the grounds of race, color or national origin, age, gender, or disability.

6. Employment of The Provider’s Employees or Contractors. The District hereby covenants and promises to the Provider that the District will not, either directly or indirectly, at any time during the term of this Agreement, and for a period of two (2) years after this Agreement terminates or expires, hire, retain, consult with or otherwise employ, engage, or make use of the services of any employee, former employee, contractor, or former contractor of the Provider without express written consent of the Provider. The Provider will annually provide the District with a written list of persons employed by the Provider, including their qualifications and certifications. This covenant and promise is acknowledged by the parties to be of vital significance as an inducement to the Provider to enter into and/or remain a party to this Agreement. The District expressly acknowledges that a violation of the foregoing covenant will cause irreparable harm and injury to the Provider due to the fact that the goodwill of the Provider’s business depends to a substantial extent upon the skill, professional judgment and continuity of service of its employees and contractors. The District and the Provider hereby agree that it is impossible to measure solely in money the damages, which will accrue to the Provider by reason of the District’s failure to observe the obligations under this Section 7. Therefore, if the Provider shall institute any action or proceeding to enforce such obligations or provisions, the District hereby waives the claim or defense that there is an adequate remedy at law and agrees in any such action or proceeding not to interpose the claim or defense that such remedy exists at law. Without limiting any other remedies that may be available to the Provider, the District hereby specifically affirms the appropriateness of injunctive or other equitable relief in any such action.

7. Indemnification. The Provider, to the extent consistent with the limits of its professional liability insurance protection, hereby defends, indemnifies, and holds the District, its officers and employees harmless from and against any and all claims, demands, liabilities, damages, and expenses (including reasonable attorney’s fees) for injury to persons or property caused or asserted to have been caused by negligent, willful, or wanton acts or omissions of the Provider, its agents, servants or employees. Likewise, the District hereby agrees to defend, indemnify and hold the Provider, its agents, servants and employees harmless from and against any and all claims, demands, liabilities, damages and expenses (including reasonable attorney’s fees), for injury to persons or property caused or asserted to have been caused by negligent, willful, or wanton acts or omissions of the District, its agents, servants or employees.

8. Independent Contractor Status. The Provider is an independent contractor in the performance of its duties under this Agreement and neither the Provider nor its officers, employees or agents shall be considered agents or employees of the District. Nothing contained in this Agreement shall place the Provider and the District in the relationship of partners or Joint Ventures and neither party shall have the power to obligate or bind the other for any indebtedness or related obligations. As an independent Contractor, Provider is not paid for any sick or personal days, nor is receiving any other benefit from the District other than that specifically set forth within this Agreement.

9. Non-Exclusivity. The Provider and the District hereby acknowledge that each has or may enter into agreements similar to this Agreement and that the services provided by and obtained from each other are non-exclusive. Furthermore, the Provider shall only be obligated to perform Service on behalf of the District under this Agreement for **6 HOURS** per week during the months in which the District is in session, unless the Provider specifically agrees to provide Services for more than **6 HOURS** during any weekly period during the term of this Agreement.

10. Term. This Agreement shall be effective from the date hereof for a period of **1 YEAR**, subject to cancellation by either party giving 30 days prior written notice to the other party. If this Agreement is terminated by either party, the District shall remain liable to pay the Provider for Services rendered prior to the effective date of the termination.

11. Notices. Every notice, demand or request hereunder shall be in writing and shall be deemed to have been properly given if delivered personally or by overnight, nationwide next day courier delivery service (such as federal Express or U.S. Express Mail), with signed receipt, or if deposited with the United States Postal Service (or any official successor thereto designated certified mail, return receipt requested, bearing adequate postage and addressed as follows:

To the District:

Melissa Geyman, Director of Special Education
North Boone Community School District 200
6248 N. Boone School Rd.
Poplar Grove, IL 61065

To the Provider:

Ashley Moritz
1177 Kingsmill Dr.
Algonquin, IL 60102

12. Governing Law. This Agreement shall be construed in accordance with and governed by the internal laws of the State of Illinois without regard to Illinois conflict of laws provisions.

13. Entire Agreement and Changes. This Agreement contains the entire agreement of the parties with respect to the subject matter described herein and supersedes and replaces any other prior agreements, whether written or oral in their entirety. This Agreement may be modified only by an agreement in writing signed by the parties hereto.

14. Assignment/Binding Effect. This Agreement shall not be assignable without the prior written consent of the other party. To the extent not expressly prohibited, this Agreement shall insure to and be binding upon the legal representatives, successors and permitted assigns of the parties.

15. Severability. The invalidity or unenforceability of any provision of the Agreement shall be construed as if those such invalid or unenforceable provisions were omitted.

16. Headings. The headings used in the Agreement are for convenience only and do not limit the contents of this Agreement.

17. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which together will constitute one in the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

Name: 

Title: Speech-Language Pathologist

Date: 8/31/2015

Name: _____

Title: _____

Date: _____

This non-exclusive Client Services Agreement (“Agreement”) is entered into this day 08/14/2015 by and between Soliant Health, Inc. d/b/a VocoVision and North Boone School District (“Client”) whose principal location is 6248 N. Boone School Road, Poplar Grove, IL 61065 for the purpose of providing live interactive remote teletherapy services (“Services”) through contracted licensed professionals (“Therapists”) to Client. This Agreement along with all appended Addendums shall govern the provision of the Services and the relationship contemplated hereunder.

1. **Scope of Services.** VocoVision will use its proprietary methodology to provide teletherapists to deliver Services to Client as further described in the applicable Addendum(s) attached hereto.
2. **Independent Contractor.** The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor. Additionally, no Therapist shall at any time be an employee of Client, unless the parties otherwise agree in writing.
3. **Insurance.** VocoVision will maintain insurance in accordance with state regulations. General Liability insurance will be maintained at a minimum level of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. Excess liability insurance will be maintained at a minimum level of five million dollars (\$5,000,000) per occurrence/aggregate. Professional Liability insurance will be maintained at a minimum level of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. Upon Client’s request, VocoVision will obtain an insurance certificate from each Therapist evidencing current coverage, and including a statement that the Client will be notified by the insurance carrier not less than thirty (30) days prior to the cancellation of any such insurance policy.
4. **Competency.** VocoVision will conduct comprehensive pre-assignment screening to provide licensed Therapists who meet applicable professional standards. VocoVision will utilize only Therapists who are qualified to provide the Services to Client based upon Client’s requirements, as may be further set forth in the applicable Addendums(s).
5. **Client Responsibilities.** Client agrees to the following items to facilitate VocoVision's provision of Services:
 - (a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).
 - (b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.
 - (c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.
 - (d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder, and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.
 - (e) Client agrees to provide appropriate local support to facilitate remote Therapist's ability to fulfill the responsibilities outlined in Addendum B: Duties and Responsibilities.
6. **Scheduling.** Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment, and will schedule the appropriate number of student speech sessions and other related services each week to meet or exceed the minimum hours requirement. Client and therapist will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours’ notice will be billed at the regular rate. Note that VocoVision therapists are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.

7. **Employment of Therapists.** Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Therapist introduced or referred by VocoVision for a period of (24) months after the last date Client received Services from such Therapist. If Client or its affiliate enters into such a relationship or refers Therapist to a third party for employment, Client agrees to pay an amount equal to \$18,500 or thirty-five (35) percent (whichever is greater) of the Therapist's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to VocoVision upon start date.
8. **Equal Opportunity.** It is the policy of VocoVision to provide equal opportunity to all qualified Therapists. VocoVision and, if applicable, Client will screen based on merit only. All Therapists will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.
9. **Payment Terms.** Client will be billed in accordance with the payment terms set forth in the applicable Addendum(s). Payment is due upon receipt of invoice and shall be considered delinquent thirty (30) days from issuance of VocoVision's invoice, after which time a delinquency charge will be imposed at one and one-half percent (1½%) per month on unpaid balances (annual percentage rate of eighteen percent (18%)) or the maximum legal interest rate, whichever is lower. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs.
10. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.
11. **Administrative Responsibilities.** Client shall be responsible for orienting Therapists to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to individual education plans or Client-specific program plans. During the contracted assignment, should Therapists fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by Therapists. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the Therapists. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by Therapists.
12. **Incident and Error Tracking.** Client will report to VocoVision any performance issues, incidents, errors and other events related to the Services provided by Therapists. VocoVision will document reported incidents and track all such events for quality assurance purposes.
13. **Termination.** In the event of a material breach of this Agreement by either party, the non-breaching party may elect to immediately terminate the Agreement if such breach remains uncured for ten (10) business days following receipt by the breaching party of written notice of such breach. Following termination or expiration of this Agreement, Client shall maintain responsibility to promptly remit any unpaid amounts owed VocoVision and return all Equipment (and original packaging) to VocoVision.
14. **Force Majeure.** The parties agree that in the event of an unforeseen or unexpected interruption in the Services resulting from an unscheduled closure, complete or partial, of VocoVision's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), VocoVision will be excused from performance hereunder until such time as the Unscheduled Closure is resolved.

15. **Issue Resolution.** In the event Client encounters an issue that is not satisfactorily resolved by its VocoVision representative, Client should escalate the issue to the appropriate VocoVision manager by calling: Ashley Goldston
16. **Indemnification.** Each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.
17. **Confidentiality.** Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement. It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information. The only exceptions will be: (a) Information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement; and (b) disclosures as required by law. Confidential Information of VocoVision shall include, but is not limited to, any and all unpublished information owned or controlled by VocoVision and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of VocoVision and which is not generally disclosed to the public including but not limited to employee information, technical data, policies, procedures, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.
18. **Family Education Rights and Privacy Act.** VocoVision shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about the Client's students is contained in records maintained by VocoVision and the HCP and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA and Client policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, HCPs assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.
19. **Survival.** The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.
20. **Governing Law.** This Agreement shall be governed by the laws of the state of Florida.
21. **Entire Agreement.** This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Addendum(s) contain terms that may only be altered when agreed upon in writing by both parties.

This Agreement contains terms and conditions that may only be altered when agreed upon in writing by both parties. *(Please return all pages of this Client Services Agreement).*

SIGNATURE ON FOLLOWING PAGE

VocoVision Damaged Equipment Policy

If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed \$1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

Please initial

Packaging

All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

Please initial

Signature: Contact VocoVision
Contact VocoVision (Sep 9, 2015)

Email: contact@vocovision.com



**ADDENDUM A
Terms of Teleservices Assignment**

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

Assignment Details

Client will pay VocoVision for hours worked by Telepractitioner under the following terms:

VocoVision Therapist	Jennifer Robertson		
Client:	North Boone SD		
Assignment Start Date:	*9/8/2015	Assignment End Date:	5/25/2016
Position:	TeleSLP		
Minimum Hours:	8 hours per week		
Bill Rate per Hour	\$ 85	<i>Bill Rate is all-inclusive</i>	
Technology Fee:	\$ 1,200 (1 station)		

One VocoVision station per full time position at no cost. Requests for additional stations require authorization from VocoVision and are subject to a minimum \$1,000 per unit refundable deposit and \$200 per unit non-refundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.

Miscellaneous: N/A

INVOICES: All invoices pursuant to this Terms of Teleservices Assignment will be mailed to:

Attention:
Client:
Address:
City, State, Zip:

VOCOVISION

Client Name

Client Representative Signature

Print Name

Title


Ashley Goldston (Sep 9, 2015)

VocoVision Representative Signature

Ashley Goldston

Print Name

Director of Business Development

Title

Duties and Responsibilities

The duties and responsibilities of a Telepractitioner include, but are not limited to the following:

- Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- Collaborates with the school district to determine assessment resources- including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- Monitors effectiveness of services, and modifies evaluation and treatment plans as needed.
- Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- Complies with state and federal regulations to maintain student privacy and security.
- Facilitates behavior management strategies in students as appropriate.
- Provides information and counseling to families and school personnel as needed.

Client Name

Client Representative Signature

Print Name

Title

VOCOVISION



Ashley Goldston (Sep 9, 2015)

VocoVision Representative Signature

Ashley Goldston

Print Name

Director of Business Development

Title