

SPEECH THERAPY SERVICES CONTRACT - FY2008/2009

INTENT: It is the intent of the School Board of Clay County to contract with _____(Contractor), a qualified company or qualified individual to provide Speech & Language Pathologist (SLP) services under the terms and conditions as contained herein.

PROOF OF QUALIFICATIONS: Copies of Valid Certification under Chapter 468, Part I, Florida Statutes. These copies shall be submitted prior to execution of this contract. If for reasons that are beyond the company's or individual's control (application for Certification was made on timely basis but no response has been received) proof of qualifications cannot be provided by the time services are required, a copy of all correspondence and a copy of the application must be submitted. The School Board's Human Resources Division shall contact the appropriate State Agency to determine if the individual meets the criteria required and that the State shall issue the necessary certification. A Contract cannot be executed without copies of the Contractor's Certification in SLP or proof of the Contractor's timely application.

PROOF OF INSURANCE COVERAGE: Insurance certificates as specified herein shall be submitted on or before the date services are provided. Failure to provide these documents will result in cancellation of contract.

SLP services provided by Contractor shall commence on _____ and continue for the 2008-2009 School Year unless and until qualified SLP's are employed by the School Board of Clay County.

The School Board of Clay County reserves the right to employ SLP's under employee contract and should this occur to adjust the number of therapists under contract. The Contractor shall be given a minimum two weeks notice should this occur.

It is recommended that you examine all contract requirements thoroughly. Any questions you have should be directed as follows:

Daniel Becton, Director
or
Terry Roth, Supervisor
Exceptional Student Education
272-8100, ext. 6509

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FIRM'S/INDIVIDUAL'S ORGANIZATION FORM

Contracts shall be considered only from individuals or firms who are regularly engaged in the business of providing the services as described herein and have a good record of performance for a reasonable period of time. A description of the Contractor's experience shall be submitted on this form and shall, at a minimum, contain the following information:

A. FIRMS

- 1) The date of vendor's business was established
- 2) The number of SLP's presently employed
- 3) The number of SLP assistants presently employed
- 4) A minimum of two references - references should be organizations similar to the School Board of Clay County in size and type of operation

B. INDIVIDUALS

- 1) Number of years of experience
- 2) Brief description of related work experience
- 3) A minimum of two references - references should be organizations similar to the School Board of Clay County in size and type of operation

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Qualifications

Firms or individuals actually providing the services herein noted will hold valid Certification under Chapter 468, Part I, Florida Statutes or teacher certification in SLP. Personnel providing services under this contract must be knowledgeable of the purpose of SLP in public school setting and must be expert in screening, evaluating, and conducting therapy.

Times & Dates

Contact Time With Children - Student attendance hours, as set by the School Board of Clay County, Monday-Friday as per 2008-2009 school calendar shall be provided. Contact time shall include direct therapy, screening and evaluation, as authorized by the School Board of Clay County's Director of Exceptional Student Education. SLP's shall deliver services for a maximum of 7.5 hours per day, in keeping with the assigned school's teacher hours. Should a change from the assigned school's student attendance hours or teacher hours be necessary, a letter of request along with an approval letter from the principal should be sent to the Director of Exceptional Student Education for final approval. This approved change will then become an addendum to the contract. Up to one hour per day may be billed, per SLP, for on site planning and paperwork. This one (1) hour per day shall be included within the maximum 7-1/2 hours/day billable. A minimum of five (5) hours of therapy must be conducted within a day for which this additional hour is billed. Please see the attached log (titled "School Board of Clay County Exceptional Student Education Speech Clinician's Log of Hours Worked") which shall be used to document hours worked. Lunch is not billable (30 minutes). Travel time between School sites during the school day is billable.

Additional Time - Staffing, consultation, parent conferences, Individual Educational Plan (IEP) Reviews, etc., on an as needed basis and as authorized by the Director of Exceptional Student Education or his designee. SLP shall work, under this contract, only on student attendance days and Planning Days during the school year as established on the school calendar. Inservice Days are not working days. Any other additional time needs to be preauthorized by the Director of Exceptional Student Education.

Therapy Schedule - The bidder must be able to provide comprehensive therapy as established by each student's Individual Educational Plan and per the therapy schedule established by the school(s) to which the SLP is assigned. SLP's employed under this contract shall be assigned to school(s) by the Director of Exceptional Student Education after all regular hire employees have been placed. Changes can be made at the discretion of the Director of Exceptional Student Education who shall take into account the best interest of the schools and students. After preplanning, changes in school assignments shall be made only if there is no adverse effect on other school sites and if it is in the best interest of the school program and students during that school year. In addition, Contractor must be prepared to serve additional students upon referral from the School Board of Clay County's Director of Exceptional Student Education or his designee.

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Contractor's Responsibilities and Duties Include:

1. Complete appropriate screening and/or evaluation of students referred to or being considered for dismissal from the Speech & Language Program, as authorized by the Director of Exceptional Student Education or his designee.
2. Attend ESE staffing regarding SLP as assigned by Director of Exceptional Student Education or his designee.
3. Maintain and review IEPs for students staffed into the SLP Program. Develop IEPs for new students as assigned by the Director of Exceptional Student Education.
4. Provide therapy, classroom and/or home program and alternatives for students placed in the SLP program.
5. Provide consultation to parents, teachers and administrators in the area of SLP, as assigned by the Director of Exceptional Student Education or his designee.
6. Complete all paperwork necessary for Medicaid claims and reimbursement.

Contractor shall be required to furnish at no cost to the School Board of Clay County the following:

1. All transportation and travel.
2. Any salary paid to a SLP providing services under this contract.
3. Evidence of the evaluation of the quality of screening, evaluation and therapy provided shall be available to the Director of Exceptional Student Education, upon request.
4. Use of SLPs' license for Medicaid filings and reimbursements.

Location(s) of Delivery of Services

1. On campuses of Clay County Schools as assigned by the Director of Exceptional Student Education
and/or
2. In the homes of students registered in Clay County Schools authorized by the Director of Exceptional Student Education to receive SLP on a homebound basis.

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Clause: Hold harmless - Contractor shall identify and hold harmless the District School Board of Clay County from any and all claims and clauses of action against the School Board arising out of the performance of these services by the Contractor.

Clause: Contractor shall maintain a log, reporting the time spent in the performances of authorized services rendered. This log, along with a monthly statement of services rendered by the Contractor shall be signed by the principals(s) of the school(s) to which the SLP is assigned and shall be submitted to the School Board for payment each month.

Clause: During the term of this Contract, Contractor shall procure and maintain with a carrier authorized to do business in Florida and acceptable to the School Board of Clay County, which acceptance shall not be unreasonably withheld, public liability and malpractice insurance coverage in the following amounts: five hundred thousand dollars (\$500,000) per person; five hundred thousand dollars (\$500,000) per occurrence with one million dollars (\$1,000,000) umbrella coverage. The School Board of Clay County shall be additionally named as insured under the Contractor's Professional Liability Insurance Policy. In addition, the Contractor shall take out and maintain during the life of this Contract Worker's Compensation Insurance that fully complies with the Florida Workers Compensation Law. In case any employee engaged in work under this contract is not protected under the Workers Compensation Statute, the Contractor shall provide adequate insurance for the protection of their employee not otherwise protected. As evidence of such coverage, Contractor shall furnish the School Board with a certificate of Insurance prior to commencing services under the Contract. Contractor shall provide for a minimum of thirty (30) days written notice of change or cancellation of said insurance to the School Board of Clay County.

Clause: Contractor shall ensure compliance with title VI of the Civil Rights Act of 1964.

Clause: Contractor shall provide services consistent with the highest degree of professional care in compliance with all requirements imposed by the Florida State Department of Education and any other applicable regulatory agency.

Clause: Contractor shall comply with all policies and procedures established by the School Board of Clay County relevant to:

- A. Priorities of service
- B. Communication procedures
- C. Referral, screening, evaluation, staffing, scheduling, and dismissals
- D. Record keeping and reporting
- E. Confidentiality
- F. Development, maintenance, review of the required individual Educational Plan

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Clause: All services rendered by Contractor shall be preauthorized by the School Board of Clay County's Director of Exceptional Student Education or his designee, in keeping with State and Federal Statutes.

Clause: This contract shall cover the period _____ with the option to renew for additional periods by mutual agreement in writing.

Clause: Contracts shall not be accepted from individuals presently under employee contract with the School Board of Clay County.

Default : The School Board of Clay County may by written notice to the Contractor, terminate this Contract, if the Contractor has been found to have failed to perform the obligations under this contract in a manner satisfactory to the School Board as per requirements specified. The date of termination shall be stated in the notice. The School Board of Clay County shall be sole judge of non-performance.

Damages: Failure by the Contractor to comply with this contract shall give the School Board of Clay County the right to cancel this contract, but waiver of this right, in any instance, shall not prevent the subsequent exercise of this right by the School Board of Clay County or prejudice its claims for damages resulting from such default or breach of contract.

All Employees of the Contractor shall be considered to be at all times the sole employees of the Contractor under his sole direction and not an employee or agent of the School Board of Clay County. The Contractor shall supply competent and capable personnel and the School Board of Clay County reserves the right to require the Contractor to remove any employee it deems careless, incompetent, or otherwise objectionable and whose continued presence on School Board of Clay County property is not in the best interest of the School Board. Each employee shall have proper identification. Each employee pass a Level 2 fingerprinting as required by Florida Statute and all cost associated with said fingerprinting shall be at the Contractor's cost

SCHEDULE A

I. Screening:

Under this agreement, The Contractor's screening activity is contingent upon receipt of referral, including parental permission in writing. Screening is defined as a process of surveying large numbers of individuals in order to identify those having problems previously undetected. Screening may include, but is not limited to, the following areas:

- A. Review of written information, i.e., files, charts, observations from school
- B. Direct observation, i.e., classroom
- C. Activity performance

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Students to be screened by the Contractor shall be referred to the Contractor by the School Board's Director of Exceptional Student Education or his designee.

II. Evaluation

Evaluation for the purpose of determining the need for SLP services shall include all areas and instruments specified in the School Board of Clay County's Special Programs and Procedures for Exceptional Students. Evaluations may be undertaken only after parental permission has been obtained and only upon authorization from the School Board of Clay County's, Director or Exceptional Student Education Director or his designee.

III. Placement and Therapy

- A. Decisions regarding placement, purposes of therapy, and amount of therapy needed shall be made based on guidelines included in the School Board of Clay County's Special Programs and Procedures for Exceptional Students.

- A. All placements and therapy schedules shall be preauthorized by the Director of Exceptional Student Education, Clay County School Board or his designee.

- A. Prior to initiation of therapy the SLP shall be available, if assigned, for staffing and for development of the IEP. In some cases, students may have to be provided therapy on a homebound basis. In these cases, requirements as to evaluation, medical clearance, authorization and Individual Educational Plan shall be met.

IV Administrative:

Administrative functions include, but are not limited to, the following:

- 1. Establishment of policies and procedures to include such items as:
 - a. Priorities for service
 - b. Communication procedures
 - c. Record Keeping
 - d. Methodology for maintaining confidentiality
 - e. Methodology for initiating and terminating services

- 2. Supervising School Board support personnel

- 3. Provision of inservice education for other disciplines

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In accordance with the conditions and specifications contained herein we hereby agree to provide speech SLP services to the School Board of Clay County as follows:

Rate Per Hour \$

The School Board of Clay County shall be billed on a weekly basis for hours worked. Payment of invoices shall be made in accordance with the payment terms set forth in the Florida Prompt Payment Act, Fla. Statute 218.73.

Contractor shall furnish the following documents prior to execution of this Contract.

- A. Proof of Certification (s)
- B. Proof of Insurance coverage
- C. Contractor's Organization Form

CONTRACTOR:

SCHOOL BOARD OF CLAY COUNTY

Authorized Signature Date

Authorized Signature of Board Date