

Contract for Speech Language Therapy Services

This AGREEMENT FOR SERVICES together with Addenda and Exhibits (collectively, the “Agreement”) is made and entered into this _____, (“Effective Date”), by and between Nicole Thoreson Speech & Language LLC, a sole proprietor, having its principal place of business at 1733 West Main Street, Dothan, AL 36303 and Jackson County School Board.

WHEREAS Nicole Thoreson is in the business of providing services to perform therapy for students identified with speech and language needs; and

WHEREAS School is in need of Services;

WHEREAS School desires to engage Mrs. Thoreson to provide services under the terms and conditions contained herein;

Now, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Term – the term for this Agreement, unless otherwise terminated pursuant to the terms of this Agreement, shall be for the period beginning November 21, 2024, through May 30, 2025.
2. Request for Services – Mrs. Thoreson will use its best efforts to supply School with therapy services for the hours and times requested mutually agreed upon by provider and school. Up to 12 hours per week consisting primarily of direct treatment requirements for each student receiving speech therapy services at the Pre-K center.
3. Speech Language Therapy Services Provider’s Assignment and Rates
 - a. School will provide service provider with schedules consistent with school’s standard workday and calendar.
 - b. Hourly rates for services are (in-person):
 - i. \$85.00/hour when providing services for students as an in-person therapist (one hour minimum)
 - c. Service provider must have 24-hour notice of cancellation due to student absence or school field trips. Provider will work with school for rescheduling as necessary.

Billing and Invoicing

A. Invoicing – Mrs. Thoreson will send monthly invoices to district ESE assistant, at the district office’s mailing address or electronically to a designee. Mrs. Thoreson’s invoices are based on timesheets completed by provider and signed off by School. Payment is due in full within fifteen (15) days of the receipt of invoice. If any payment is not paid within fifteen (15) days of the due date, unpaid balances may be assessed late fees of \$100 per month. The ability to invoice based on approval of the contract will not be unreasonably withheld. Mrs. Thoreson agrees to cooperate with School or School’s agent in order to permit School to process or invoice Medicare or Medicaid.

B. Payment – District will remit amounts due by check to the address provided below until such time as the school provides an alternate address in writing. Payment will be mailed to the following address:

Postal Mail:

Nicole Thoreson
1733 West Main Street, Suite 100
Dothan, AL 36303

Or can make arrangements for electronic payment via finance department.

Speech Language Service Providers Obligations

A. Provision of Services – Therapist will provide a range of services identified by the school including but not limited to, evaluation, development and generation of the Individual Education Plan (IEP), collaborate with school staff on behalf of the students as necessary, and participate in students' IEP meetings when invited by School.

B. Evaluation – Therapist provided to School will have access to assessment materials needed for the screening/evaluation/reevaluation of students.

C. Documentation – Therapist will maintain current and accurate documentation including, but not limited to, lesson planning, progress monitoring data and documentation associated with IEP preparation and compliance.

D. Mrs. Thoreson will maintain up to date liability coverage for herself.

E. Mrs. Thoreson will maintain credentials as required by the FLDOE and will provide copies to the District/School

Public Entity Addendum

Jackson County School Board is a public agency subject to Chapter 119, Florida Statutes and entitled to protection under Florida Statute 768.28.

Effective July 1, 2013, the Florida Legislature enacted §119.0701. This statute requires that all contractors who provide governmental services shall comply with Florida's public record laws with respect to services performed on behalf of Jackson County School Board. Specifically, the statute requires that contractors:

- i. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- ii. Provide the public with access to public records on the same terms and conditions that a public agency would provide the records and at a cost that does not exceed the cost provided by Chapter 119 of the Florida Statutes or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- iv. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Jackson County School Board in a format that is compatible with the information technology systems of Jackson County School Board.

The failure of the Contractor to comply with the provisions set forth in this Article, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to Jackson County School Board.

Any indemnification clause notwithstanding, Jackson County School Boards, liability under this Contract shall not exceed the limits set forth in Florida Statute 768.28 and no provision of this agreement shall expand those limits or remove any protection found therein.

Any dispute between the parties shall be resolved without the aid of jury (by a non-jury trial) by a judge of the 14th Judicial Circuit sitting in Jackson County Florida, applying Florida law without giving effect to any choice of law provisions.

IN WITNESS WHEREOF, the parties have cause this agreement to be executed as of the effective date below.

Nicole Thoreson
Speech Language Service Provider

By: Nicole Thoreson

Print Name: Nicole Thoreson

Date: 10/31/24

Representative Of: _____

By: _____

Print Name: _____

Title: _____

Date: _____