

KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT BOARD OF EDUCATION
AGENDA STATEMENT

No. 7 e

MEETING OF June 10, 2020

REVIEWED BY:

ITEM TITLE:

CONSENT CALENDAR

Motion to approve the contract for Lindsey Hargis,
contracted Speech Pathologist.

Superintendent
 Personnel
 Finance
 Special Services

SUBMITTED BY: Terri Crofcheck, Director of Special Services

CONTACT PERSON/TELEPHONE:

APPROVED FOR SUBMITTAL:

Terri Crofcheck 247-2114

Name Phone

Superintendent

SUMMARY STATEMENT: The Board is being asking to approve a contract for Speech & Language Pathology services with Lindsey Hargis.

ISSUE: Board Policy governs the district's purchasing and contracting procedures. Board Policy requires Board approval for contracts and financial expenditures over \$25,000.

BACKGROUND: In order to serve all of the students with Speech and Language specialty needs it is necessary to contract these services. In the Spring of 2019, one of the district's three permanent Speech Language Pathologists resigned. KGBSD was unable to fill the two open full-time permanent Speech Language Pathologist (SLP) positions. The current identified need cannot be adequately provided by the district's existing two permanent speech language pathologists. Additional speech services need to be contacted in order to meet the needs of the students. Lindsey Hargis has been providing SLP services to the district under contract since 2017.

RECOMMENDATION:

Approval of the contract for Lindsey Hargis, Speech Pathologist

ATTACHMENTS:

- Contract for Lindsey Hargis

FISCAL NOTE:

EXPENDITURE REQUIRED:
\$ 95,732.00

AMOUNT BUDGETED:
\$ 95,732.00

RECOMMENDED ACTION (*Only if not approved as part of the Consent Calendar*):

"I move that the Board of Education approve the contract for Lindsey Hargis, Speech Pathologist."

Contract for Speech Language Pathology Services Fiscal Year 2020-2021

CONTRACTUAL AGREEMENT

1. This contract is entered into between the Ketchikan Gateway Borough School District (abbreviated KGBSD) and Lindsey Hargis MS CCC-SLP (abbreviated LH), owner of Everyday Communication: Speech-Language Therapy and Assessment Services. This contract serves to outline employment responsibilities, compensation/reimbursement, and other pertinent issues related to providing contractual SLP services for the 2020-2021 School Year.
2. Lindsey Hargis (LH) - owner of Everyday Communication, LLC - represents that she is currently licensed and approved to practice Speech-Language Pathology in Alaska and agrees to secure and maintain any and all additional licensing necessary (certification of insurance) to provide the Speech-Language Pathology services, which include, but aren't limited to:
 - a. Clinical Competence Certification with the American Speech-Hearing Association
 - b. A registered Foreign LLC "Good-Standing" Document
 - c. An active State of Alaska Professional License
 - d. An active State of Alaska Business License
 - e. An active telemedicine license with the State of Alaska
 - f. A Type C Certification with the State of Alaska Department of Education.

DURATION OF AGREEMENT

August 17, 2020 - May 30, 2021

SPEECH THERAPY SERVICES

1. **ONSITE DUTIES**
 - a. Diagnostic Assessments following receipt of Consent to Evaluate
 - b. Attending ESER/IEP meetings as appropriate
 - c. Site visits quarterly (minimum) for student contact with assigned caseload
 - d. Trimester and/or Quarterly progress monitoring with appropriate documentation placed into Powerschool
 - e. Billable records within Compu-claim for Medicaid
 - f. Consultation and/or training with staff and paraprofessionals
2. **OFF-SITE DUTIES RELATED TO RECORD KEEPING**
 - a. Comprehensive Eligibility Determination Reports within Powerschool
 - a. Speech-Language Recommendations for non-qualifying students included within the Eligibility Report (when appropriate)
 - b. IEP Goals and Objectives developed in collaboration with an IEP when appropriate/applicable
 - c. Parent correspondence as needed for case management and progress monitoring
3. **TELESERVICES**

- . Telespeech services for students deemed appropriate for such service provision by Lindsey Hargis or the KGBSD Speech Department
- a. Therapy planning tailored appropriately to students' goals and behaviors
- b. Documentation related to teleservices and student progress
- c. Billable records within Compu-claim for Medicaid
- d. Monthly consultation, collaboration, and/or training for the speech department, teachers, and/or paraprofessional
- e. ESER/IEP meeting attendance at the IEP team's request

COMPENSATION EXPENSES

1. Everyday Communication, LLC (LH) will receive payment for ONSITE AND TELESPEECH services at the following rates:
 - a. \$650.00 (U.S.) dollars per on-site, student-contact day.
- i. An "on-site, student-contract day" is defined as an 8 hour typical school day, including early release days, for students and teachers.
 - b. \$81.25 (U.S.) dollars per telespeech session. This fee includes:
 - i. .30 mins direct service for student(s)
 - ii. .30 mins indirect service related to each direct service)
 - c. Everyday Communication, LLC (LH) will receive payment for off-site documentation at the following rates:
An hourly paperwork rate of \$50 per hour will be applied to off-site time LH spends completing paperwork related to an on-site trip.
- i. LH will bill NO MORE THAN \$1200 (3 paperwork days @ \$400 daily).
 2. EVERYDAY COMMUNICATION will submit all invoices with an itemized service list.
 3. Everyday Communication will submit no more than *two invoices per month* to KGBSD.

ONSITE TIME COMMITMENT

Everyday Communication, LLC (LH) will provide 36 onsite days (6 weeks) throughout the 2020-2021.

1. Tentative dates are:
 1. *August 31- Sept 4
 2. *October 19-23
 3. *January 11-15
 4. *March 8-12
 5. *April 5-16

TELESERVICE TIME COMMITMENT

1. Lindsey Hargis will provide telespeech services through a HIPAA compliant platform provided by KGBSD.
2. Lindsey Hargis will provide up to 6 sessions per day for 5 student-contact days per week for 2-3 weeks per calendar month.
3. Service delivery will take place from 8AM-2PM AKST (11AM - 5PM CT).
4. In the event telespeech services must be canceled for personal/sick reasons, the SLP will notify the appropriate team members and the KGBSD Special Education director with as much advance notice as possible.

5. Therapy services for students and education/consultation services for paraprofessionals and teaching staff will be the primary services provided within the speech medium.
6. Diagnostic services will be incorporated as Lindsey Hargis increases her knowledge, skills, and comfort regarding appropriate diagnostic procedures within the telespeech medium, as well as provides appropriate training to a designated paraprofessional.

TRAVEL EXPENSES AND OR REIMBURSEMENTS

Travel expenses will either be paid for or reimbursed by KGBSD. Travel to and from Arkansas, will be covered by the **Ketchikan Gateway Borough School District**, along with lodging and transportation while onsite in Ketchikan. Should a trip to Ketchikan coincide with the contractor's work in another district in Alaska, KGBSD will pay for or reimburse for airfare to or from that district. If KGBSD is reimbursing travel expenses the contractor will book flights far enough in advance (4 weeks to scheduled arrival date minimum) to keep airfare as low as possible. Reimbursement for travel costs will be authorized provided travel is planned with maximum cost effectiveness to the district. Airfare will be reimbursed for the lowest available fare for non-circuitous, coach class, refundable fare. Costs for upgrades to premium or first class will not be reimbursed. Fees associated with changes to existing travel itineraries made for personal reasons will be at the expense of the CONTRACTOR and will not be reimbursed.

During the FY2021 school year the District will pay for lodging for 3 trips, The contractor will assume the cost for the remaining trips. Should the contractor secure lodging for more than three trips she will notify the district as soon as possible that lodging is not needed.

REIMBURSEMENT: COST ALLOWABILITY & PRIOR APPROVAL

All miscellaneous expenditures submitted for reimbursement, including travel, must follow cost allowability principles of federal, state, and local laws and codes, including KGBSD Board policy. In order to ensure allowability, CONTRACTOR should seek prior approval from the Superintendent, Special Services Director, or other designee for all miscellaneous expenditures that will be submitted to KGBSD for reimbursement, including travel.

COST FOR CORRECTIVE ACTIONS

In the event that an action is taken by the CONTRACTOR that requires corrective action (i.e. where a work product is incorrect, incomplete or is not consistent with industry standards), and it is not the result of action or work product of KGBSD staff, additional time or technical assistance required to make the correction will be provided by the contractor at no charge to the district.

MALPRACTICE INSURANCE

Each party hereby agrees that adequate and proper insurance coverage shall be in existence and coordinated, as necessary, at all times during the term of the Agreement, so that all potential liability with regard to malpractice or general liability are covered. Contractor shall maintain or cause to be maintained at all times during the term of this Agreement, malpractice coverage of not less than one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in the aggregate. Copies of the certificates of insurance shall be provided by each party to the other party to this Agreement upon request. In addition, Contractor providing services under this Agreement will maintain the appropriate levels of coverage as noted above.

INDEPENDENT CONTRACTOR STATUS AND OBLIGATION:

For purposes of this Agreement and the performance of all duties, responsibilities, and obligations described herein, Speech-Language Pathologist shall, at all times, be acting and performing as an independent contractor and shall not be considered an employee of **Ketchikan Gateway Borough School District** for any purpose. Speech-Language Pathologist shall exercise her professional judgment free of any direction or control by **Ketchikan Gateway Borough School District** However; state mandated regulations will be upheld per district requirements.

CONFIDENTIALITY

All records and information relating to the business of **Ketchikan Gateway Borough School District**, including but not limited to speech-language pathology services delivered to children, which the Speech-Language Pathologist may receive or learn during the course of performing services for **Ketchikan Gateway Borough School District**, are confidential and proprietary information. Speech-Language Pathologist shall not communicate or disclose, directly or indirectly, orally or in writing, any record or information learned in the performance of this Agreement for any purpose other than for a purpose directly related to the performance of services on behalf of **Ketchikan Gateway Borough School District** or pursuant to the express written direction of **Ketchikan Gateway Borough School District**.

CANCELLATION POLICY

This contract between Everyday Communication, LLC (LH) and KGBSD after signed and agreed upon may be cancelled with 30 days notice. The above contractual terms are agreed upon and understood by both parties involved: Everyday Communication, LLC’s owner Lindsey Hargis and KGBSD.

ADDITIONAL SERVICES

Additional days or visits can be added if mutually agreed upon by the Director of Special Education and Lindsey Hargis for additional compensation at standard rates.

APPROXIMATE COST FOR CONTRACTED SERVICES	
Direct, On-Site Service	\$650x5 = \$3250x6 = \$19,500
Off-Site Paperwork (Related to On-Site Service)	no more than \$7200 for the 2020-2021 School Year
Teleservice	up to \$7,312.50 p. month for 9 months (Sept-May) = \$65,812.50
Lodging	\$1900.00
Car rental	\$2320.00
Airfare	~\$7,200
Approximate Total Cost	\$95,732.50

Signature: Lindsey Hargis MS, CCC-SLP
Owner of Everyday Communication, LLC

Date

Signature: Terri Crofcheck
Director of Special Services

Date

Signature: Beth Lougee
Superintendent KGBSD

Date