

KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT
AGENDA STATEMENT

No. 8 e.

MEETING OF June 11, 2025

Item Title:

CONSENT CALENDAR:

Motion to approve the offering of special services contracts SPED related services for FY2025-2026.

REVIEWED BY:

☒ Superintendent
☒ Finance
☒ Special Education

SUBMITTED BY: Sally Stockhausen (907) 247 2137

REVIEWED BY: Daniel B. Schuler

APPROVED FOR SUBMITTAL: Michael Robbins
Superintendent

CONSENT CALENDAR *(Matters listed under the "Consent Calendar" are routine and will be enacted by one motion and one vote. The appropriate motion is to: "I move to approve the Consent Calendar." There will be no separate discussion of the items under the Consent Calendar. If a Board member requests discussion, that item will be removed from the Consent Calendar and will be considered under "Unfinished Business."?)*

SUMMARY STATEMENT: The School Board is being asked to approve the offering of contracts required to cover speech and language therapy services, occupational therapy services, behavioral/social emotional services and school psychology services throughout the District.

ISSUE: Board Policy 3312.00 states that contracts over \$25,000 must be approved by the School Board on behalf of the district.

BACKGROUND: The contracts presented represent the services required to cover speech and language therapy services, occupational therapy services, behavioral/social emotional services and school psychology services throughout the District for positions that have been posted by the District but have not received any qualified applicants to date.

ATTACHMENTS: Contracts for SLP, OT, Behavioral/Social Emotional and School Psychology services

RECOMMENDATION: Approval of the offering of special services contracts SPED related services for FY2025-2026

FISCAL NOTE*

[] N/A EXPENDITURE REQUIRED: \$951,970 (not to exceed this amount)

BUDGET: \$900,000 (difference will be included in a future budget amendment)

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

"I move that the Board of Education **approve the offering of special services contracts to Soliant/VocoVision; Brian D. Adams, Access Behavioral Services, LLC., DJZ LLC (Donald Zanoft), Derek J. Meister and Axmaker Pediatrics LCC for FY2025-2026.**"

Contractor	Service Area	Cost (Not to Exceed)
Brian D. Adams	School Psychologist	\$101,500.00
Access Behavioral Services, LLC.	Board Certified Behavior Analyst	\$75,600.00
DJZ LLC, Donald Zano	Speech Language Pathology	\$116,000.00
Derek J Meister	School Psychologist	\$108,750.00
Axmaker Pediatrics LLC	Physical Therapist	\$28,760.00
Soliant/VocoVision	See Below	
Tammy Conklin	Speech Language Pathology	\$70,560.00
Nicole Spivey	Speech Language Pathology	\$117,600.00
April Kuiper	Speech Language Pathology	\$109,200.00
Julia Adams	Occupational Therapy	\$120,000.00
Eddie Severhof	Occupational Therapy	\$104,000.00



ADDENDUM A
Terms of Teleservices Assignment
Equipment Provided

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

Soliant Health, LLC ("Soliant" or the "Company") will contract with VocoVision for the provisions of telepractice services to Client. Client will pay Soliant for the hours worked by Contracted Telepractitioner under the following terms:

Contracted Telepractitioner:	<u>April Kuiper</u>		
Client:	<u>Ketchikan Gateway Borough School District</u>		
Assignment Start Date:	<u>09/02/2025</u>	Assignment End Date:	<u>06/05/2026</u>
Position:	<u>SLP</u>		
Hours per Week:	<u>32.5</u>		
Bill Rate per Hour	<u>\$105.00</u>	<i>Bill Rate is all-inclusive^(a)</i>	
Technology Fee:	<u>\$0.00</u>		

One VocoVision station per full time position at no cost. Additional stations can be provided with a \$1,000 per unit refundable deposit and \$200 per unit nonrefundable 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:

- a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
- b) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Contracted Telepractitioner introduced or referred by the Company or VocoVision for a period of (24) months after the last date Client received Services from such Contracted Telepractitioner. If Client or its affiliate enters into such a relationship or refers Contracted Telepractitioner to a third party for employment, Client agrees to pay an amount equal to first year's total compensation including but not limited to a signing and/or relocation bonus, as agreed upon at the time of hiring. Payment is due and payable to the Company upon start date..
- c) Client agrees to approve Contracted Telepractitioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractioner for Client's review and approval. Should Contracted Telepractitioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify Soliant in writing within three (3) business days of alleged failure. Client's failure to notify Soliant in writing within the three (3) day period shall negate any Client invoicing dispute.
- d) Client acknowledges Additional Terms and Conditions as applicable to teletherapy services and the provision thereof.

By: 100556 - KETCHIKAN GATEWAY BOROUGH

SCHOOL DISTRICT

Print Name: _____

Title: _____

Date: _____

Telepractice Provisions:

1. **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 Contracted Telepractitioner's ability to fulfill the responsibilities outlined in Duties and Responsibilities below.
2. **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 sessions and other related services each week to meet or exceed the minimum hours requirement. Client and Contracted Telepractitioner 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 Contracted Telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.
3. **Administrative Responsibilities.** Client shall be responsible for orienting Contracted Telepractitioner 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 Contracted Telepractitioner 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 Contracted Telepractitioner. 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 Contracted Telepractitioner. 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 Contracted Telepractitioner.

Duties and Responsibilities

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

- a) 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.
- b) 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.
- c) Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
- d) Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- e) Complies with state and federal regulations to maintain student privacy and security.
- f) Facilitates behavior management strategies in students as appropriate.
- g) Provides information and counseling to families and school personnel as needed

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.

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.



ADDENDUM A
Terms of Teleservices Assignment
No Equipment Provided

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

Soliant Health, LLC ("Soliant" or the "Company") will contract with VocoVision for the provisions of telepractice services to Client. Client will pay Soliant for the hours worked by Contracted Telepractitioner under the following terms:

Contracted Telepractitioner:	Eddie Severhof		
Client:	Ketchikan Gateway Borough School District		
Assignment Start Date:	08/25/2025	Assignment End Date:	06/05/2026
Position:	Tele - OT		
Hours per Week:	32.5		
Bill Rate per Hour	\$100.00	<i>Bill Rate is all-inclusive^(a)</i>	
Technology Fee:	Does Not Apply		
Miscellaneous:	—		

- a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
- b) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Contracted Telepractitioner introduced or referred by the Company or VocoVision for a period of (24) months after the last date Client received Services from such Contracted Telepractitioner. If Client or its affiliate enters into such a relationship or refers Contracted Telepractitioner to a third party for employment, Client agrees to pay an amount equal to first year's total compensation including but not limited to a signing and/or relocation bonus, as agreed upon at the time of hiring. Payment is due and payable to the Company upon start date.
- c) Client agrees to approve Contracted Telepractitioner's weekly log of service. Logs will be submitted on a weekly basis by Contracted Telepractitioner for Client's review and approval. Should Contracted Telepractitioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify Soliant in writing within three (3) business days of alleged failure. Client's failure to notify Soliant in writing within the three (3) day period shall negate any Client invoicing dispute.
- d) Client acknowledges Additional Terms and Conditions as applicable to teletherapy services and the provision thereof.
- e) Client acknowledges that Contracted Telepractitioner will be providing and using their own equipment in performance of duties.

By: 100556 - KETCHIKAN GATEWAY BOROUGH

SCHOOL DISTRICT

Print Name: _____

Title: _____

Date: _____

Teleservices Provisions.

1. **Client Responsibilities.** Client agrees to provide appropriate local support to facilitate remote Contracted Telepractitioner's ability to fulfill the responsibilities outlined below in Duties and Responsibilities:
2. **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 sessions and other related services each week to meet or exceed the minimum hours requirement. Client and Contracted Telepractitioner 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 Contracted Telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.
3. **Administrative Responsibilities.** Client shall be responsible for orienting Contracted Telepractitioner 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 Contracted Telepractitioner 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 Contracted Telepractitioner. 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 Contracted Telepractitioner. 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 Contracted Telepractitioner.

Duties and Responsibilities

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

- a) 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.
- b) 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.
- c) Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
- d) Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- e) Complies with state and federal regulations to maintain student privacy and security.
- f) Facilitates behavior management strategies in students as appropriate.
- g) Provides information and counseling to families and school personnel as needed

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered between Ketchikan Gateway Borough School District with principal offices at 333 Schoenbar Road, Ketchikan, AK 99901 (“District”) and Speech Your Heart Out, LLC (“Contractor”), collectively the “Parties.”

WHEREAS the District is a public school district charged with providing a free appropriate public education to students consistent with state and federal law and engages contractors as necessary to meet its obligations when it is efficient and cost-effective to do so;

WHEREAS Contractor is a speech language pathologist authorized to do business and provide speech therapy services within the State of Alaska;

NOW THEREFORE, the Parties mutually agree as follows:

1. Term. This Agreement commences upon the 2025-2026 fiscal year entry by both Parties and shall continue in force and effect until the final day of this fiscal year, June 30, unless terminated earlier as set forth below. This Agreement may only be extended thereafter by mutual written agreement of the parties. Either party may terminate this Agreement immediately in the event of a material breach by the other party. Additionally, either party may terminate this Agreement without cause by providing thirty (30) days’ prior written notice to the other party. In the event of termination, service providers shall be compensated fairly for all services rendered up to the effective date of termination.

2. Services. Subject to the terms and conditions of this Agreement, the District engages Contractor to provide speech language services to meet the District’s anticipated needs in assessments, reports, and teacher support and Contractor hereby accepts such engagement.

3. Compensation.

Contractor shall invoice the District promptly following the provision of services. The District and Contractor agree that compensation for Contractor’s services shall be at the rate of **\$725.00 per day**, for up to **175 days** of service. This rate is inclusive of direct services, indirect services, travel days, and administrative/reporting duties as outlined in this Agreement. Contractor shall not bill any student or parent for services provided to the District under this Agreement.

4. Anticipated Service Volume.

It is anticipated that Contractor will be asked to provide services for up to **175 student days** during the school year. Services shall include a combination of direct and indirect time, delivered in accordance with a standard weekly schedule agreed upon by both parties. Contractor will provide services on a weekly basis during periods when school is

in session, including weeks that contain district-recognized holidays. In addition, Contractor shall provide up to **ten (10) days of travel** to school sites and contact with students and district personnel.

5. Scheduling. Scheduling and all trips must be planned in conjunction with and authorized by the District Special Education Director or designee.

6. Expenses. Contractor will provide receipts for any costs of flight, lodging and rental car.

7. Qualifications. Contractor represents that Contractor is appropriately certificated, licensed or otherwise credentialed to provide in Alaska the services called for by this Agreement. Contractor commits to maintaining those qualifications throughout the term of this Agreement. Contractor will upon request provides copies of current Alaska credentials and licensing to the District.

8. Mandatory reporting. Contractor acknowledges and affirms their mandatory reporting responsibilities under AS 47.17.020.

9. Background check. Contractor will upon request cooperate with the District in submitting to a criminal background check.

10. Legal Compliance. Contractor is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances that may apply to the performance of Contractor's services under this Agreement. Contractor represents and warrants that it is currently in compliance and further represents that compliance will be maintained throughout the duration of the Agreement. Contractor further represents and warrants that Contractor has applied for/obtained all necessary business permits and licenses that may be required to carry out the services, including an Alaska business license and any permits that may be required by any locality in which the Contractor performs services and that Contractor will maintain such required permits for the duration of the time of providing services.

11. Insurance. Contractor shall secure and maintain throughout the term of this Agreement liability insurance with minimum limits of liability of \$1,000,000 per occurrence and \$3,000,000 aggregate from an insurer acceptable to the District. Proof of such insurance must be provided to the District upon request.

12. Independent Contractor Relationship. This Agreement shall not render Contractor or any of Contractor's agents an employee of the District. Contractor is and will remain an independent contractor in its relationship to the District and will not become District's employee by virtue of provision of the contracted services. The District shall not and shall have no obligation to withhold taxes of any kind, including income, Social Security and

Medicare taxes, from payment for these services or obtain any worker's compensation insurance or other insurance of any kind on behalf of Contractor in relation to provision of these services. The District shall not provide, and neither Contractor nor any of Contractor's agents or employees are eligible to participate in, any employee health insurance, vacation pay, sick pay, TERS, PERS, or other fringe benefit plan of the District as a result of provision of services under this contract. If any government agency or court determines that Contractor should be reclassified as an employee, Contractor hereby waives any claim to District benefits and acknowledges and understands that such reclassification would not entitle Contractor to any benefits offered to District employees.

The District and Contractor agree that Contractor has the right to control and direct the means, manner and method by which the services required by this Agreement, are provided, however, that any services provided pursuant to a student's Individual Education Plan must be performed consistent with that IEP and Contractor must comply with the requirements of state and federal law and District policy governing child find, assessment, evaluation, eligibility, development and implementation of IEPs and 504 Plans and the confidentiality of student records.

Contractor shall have no right, power, or authority to bind the District to the fulfillment of any condition, contract or obligation or to create any liability binding on the District.

13. Recordkeeping. All cumulative file, IEP, and health records of District students to whom special education or related services are provided under the Agreement are District property. Upon termination of this Agreement, Contractor will deliver such records to District. The District is required by state and federal law to make available to parents any records that the District collects, maintains, or uses with respect to the identification, evaluation and education placement of a student and the provision of a free appropriate public education of their child. Contractor shall make available to the District upon reasonable request any and all records maintained by the Contractor with respect to the identification, evaluation and education placement of a student and the provision of a free appropriate public education of a student of the District to whom Contractor provides services pursuant to this Agreement. The District is also required by state and federal law to safeguard the privacy of personally identifiable information in student records. Contractor agrees and understands that confidential information including personally identifiable information regarding students will be disclosed to Contractor in the course of performance of services under this Agreement. Contractor may only use personally identifiable information from education records only for the purpose for which the disclosure to Contractor was made. Contractor will safeguard the confidentiality of such information, and redisclose such information only with the authorization of the District.

14. Liability and Indemnification. Contractor shall protect, defend, indemnify and hold the District harmless from any claims, demands, suits, damages, expenses, liabilities or causes of action arising or resulting directly from or in connection with (1) Contractor's breach of this Agreement; (2) Contractor's acts or omissions outside the scope of this



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Assignment Details

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Contracted Telepractitioner:	Julia Adams		
Client:	Ketchikan Gateway Borough School District		
Assignment Start Date:	08/25/2025	Assignment End Date:	06/05/2026
Position:	OT		
Hours per Week:	37.5		
Bill Rate per Hour	\$100.00	<i>Bill Rate is all-inclusive^(a)</i>	
Technology Fee:	\$0.00		

One VocoVision station per full time position at no cost. Additional stations can be provided with a \$1,000 per unit refundable deposit and \$200 per unit nonrefundable 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.

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Terms of Teleservices Assignment
Equipment Provided

By: 100556 - KETCHIKAN GATEWAY BOROUGH
SCHOOL DISTRICT

Print Name: _____

Title: _____

Date: _____



Additional Terms and Conditions VocoVision Equipment Policies

Telepractice Provisions:

1. **Client Responsibilities.** Client agrees to the following items to facilitate VocoVision's provision of Services:
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- c) Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
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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.

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.

Agreement; and (3) Contractor's and/or Contractor's agent's negligent acts or omissions in performing the Services. Contractor also agrees to indemnify, protect and hold the District harmless from any and all tax liabilities and responsibilities for payment of all federal, state and local taxes, including, but not limited to, all payroll taxes, self-employment taxes, workers' compensation premiums, and any contributions imposed or required under federal or state law with respect to Contractor. The District shall protect, defend, indemnify and hold Contractor harmless from any claims, demands, suits, damages, losses, expenses, liabilities or causes of action arising from or resulting directly from or in connection with the District's negligent acts and omissions in performing its obligations under this Agreement.

15. Successors and Assigns; No Third-Party Beneficiary Rights. All of the provisions of this Agreement shall be binding upon and inure only to the benefit of the Parties. No provision of this Agreement shall in any way inure to the benefit of any third-party so as to constitute any person as a third-party beneficiary of this Agreement or otherwise give rise to any cause of action to anyone not a party to the Agreement.

16. Choice of Law and Venue. The construction, interpretation and performance of this Agreement are governed by the law of the State of Alaska. The venue for hearing any dispute involving claims arising from this Agreement shall be in superior court for the State of Alaska, First Judicial District at Ketchikan.

17. Assignment. Contractor shall not assign their rights under this Agreement or delegate performance of any duties hereunder without prior written consent of the District.

18. Freedom to Contract. This Agreement does not preclude Contractor from providing services to any other organization or entity, provided that such work does not interfere with or diminish Contractor's ability to provide the services called for by this Agreement.

19. Complete Agreement. This agreement constitutes the entire agreement between the parties. No waiver, consent, modification of change, or terms of provisions of the agreement shall bind the Parties unless in writing and signed by Contractor and an authorized representative of the District. Such waiver, consent, modification, or change if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein this agreement.

Approximate Cost For Contracted Services	
Max of 173 Student Days	\$725 x 175 Student days=\$126,875
Est. Airfare Round Trip	\$1200
Est. Lodging & Rental Car	\$1200
Est. Total Cost	\$129,275

This contract shall not exceed the maximum amount above unless agreed upon by both parties in writing.

Ketchikan Gateway Borough School District

By: _____

_____ Date

Contractor: Speech Your Heart Out, LLC

By: Erin Kelly, M.A., CCC-SLP

Title: Owner

Signature: _____

Date: _____

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered between Ketchikan Gateway Borough School District with principal offices at 333 Schoenbar Road, Ketchikan, AK 99901 (“District”) and Access Behavioral Services, LLC (“Contractor”), collectively the “Parties.”

WHEREAS the District is a public school district charged with providing a free appropriate public education to students consistent with state and federal law and engages contractors as necessary to meet its obligations when it is efficient and cost-effective to do so;

WHEREAS Contractor is a Board Certified Behavior Analyst (BCBA, LBA) authorized to do business and provide behavioral/social-emotional services within the State of Alaska;

NOW THEREFORE, the Parties mutually agree as follows:

1. Term. This Agreement commences upon entry by both Parties on **July 1, 2025** and shall continue in force and effect until the final day of this fiscal year, June 30, 2026, unless terminated earlier as set forth below. This Agreement may only be extended thereafter by mutual written agreement of the parties. The District may terminate this Agreement immediately upon a material breach of any provision of this Agreement. The District may terminate this Agreement for any reason.
2. Services. Subject to the terms and conditions of this Agreement, the District engages Contractor to provide behavioral/social-emotional services to meet the District’s anticipated needs in assessments, reports, and teacher support and Contractor hereby accepts such engagement.
3. Compensation. Contractor shall invoice the District promptly following the provision of services. The District and Contractor agree that compensation for Contractor’s services shall be at the rate of \$175 per hour for student-specific needs (behavior plans, functional analysis, student-specific team trainings) and \$225 per hour for all-staff trainings, school or grade-wide behavior systems, and broader team coachings, at an amount not to exceed 75,600. Contractor shall not bill any student or parent for services provided to the District under this Agreement.
4. Anticipated service volume. It is anticipated that Contractor will be asked to provide up to 430 hours of service which shall consist of contact with students and district personnel as well as additional office days for completion of reports. This work may also include providing services during Extended School Year (ESY) and building behavioral systems and tools during the summer, as outlined by the Director of Special Services

5. Scheduling. Scheduling and all trips must be planned in conjunction with and authorized by the District Special Education Director or designee.
6. Expenses. Contractor not is responsible for any costs of travel, lodging, or other expenses incurred in providing the contracted services.
7. Qualifications. Contractor represents that Contractor is appropriately certificated, licensed or otherwise credentialled to provide in Alaska the services called for by this Agreement. Contractor commits to maintaining those qualifications throughout the term of this Agreement. Contractor will upon request provides copies of current Alaska credentials and licensing to the District.
8. Mandatory reporting. Contractor acknowledges and affirms their mandatory reporting responsibilities under AS 47.17.020.
9. Background check. Contractor will upon request cooperate with the District in submitting to a criminal background check.
10. Legal Compliance. Contractor is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances that may apply to the performance of Contractor's services under this Agreement. Contractor represents and warrants that it is currently in compliance and further represents that compliance will be maintained throughout the duration of the Agreement. Contractor further represents and warrants that Contractor has applied for/obtained all necessary business permits and licenses that may be required to carry out the services, including an Alaska business license and any permits that may be required by any locality in which the Contractor performs services and that Contractor will maintain such required permits for the duration of the time of providing services.
11. Insurance. Contractor shall secure and maintain throughout the term of this Agreement liability insurance with minimum limits of liability of \$_1,000,000_____ per occurrence and \$_3,000,000_____ aggregate from an insurer acceptable to the District. Proof of such insurance must be provided to the District upon request.
12. Independent Contractor Relationship. This Agreement shall not render Contractor or any of Contractor's agents an employee of the District. Contractor is and will remain an independent contractor in its relationship to the District and will not become District's employee by virtue of provision of the contracted services. The District shall not and shall have no obligation to withhold taxes of any kind, including income, Social Security and Medicare taxes, from payment for these services or obtain any worker's compensation insurance or other insurance of any kind on behalf of Contractor in relation to provision of these services. The District shall not provide, and neither Contractor nor any of Contractor's agents or employees are eligible to participate in, any employee

health insurance, vacation pay, sick pay, TERS, PERS, or other fringe benefit plan of the District as a result of provision of services under this contract. If any government agency or court determines that Contractor should be reclassified as an employee, Contractor hereby waives any claim to District benefits and acknowledges and understands that such reclassification would not entitle Contractor to any benefits offered to District employees.

The District and Contractor agree that Contractor has the right to control and direct the means, manner and method by which the services required by this Agreement, are provided, however, that any services provided pursuant to a student's Individual Education Plan must be performed consistent with that IEP and Contractor must comply with the requirements of state and federal law and District policy governing child find, assessment, evaluation, eligibility, development and implementation of IEPs and 504 Plans and the confidentiality of student records.

Contractor shall have no right, power, or authority to bind the District to the fulfillment of any condition, contract or obligation or to create any liability binding on the District.

13. Recordkeeping. All cumulative file, IEP, and health records of District students to whom special education or related services are provided under the Agreement are District property. Upon termination of this Agreement, Contractor will deliver such records to District. The District is required by state and federal law to make available to parents any records that the District collects, maintains, or uses with respect to the identification, evaluation and education placement of a student and the provision of a free appropriate public education of their child. Contractor shall make available to the District upon reasonable request any and all records maintained by the Contractor with respect to the identification, evaluation and education placement of a student and the provision of a free appropriate public education of a student of the District to whom Contractor provides services pursuant to this Agreement. The District is also required by state and federal law to safeguard the privacy of personally identifiable information in student records. Contractor agrees and understands that confidential information including personally identifiable information regarding students will be disclosed to Contractor in the course of performance of services under this Agreement. Contractor may only use personally identifiable information from education records only for the purpose for which the disclosure to Contractor was made. Contractor will safeguard the confidentiality of such information, and redisclose such information only with the authorization of the District.

14. Liability and Indemnification. Contractor shall protect, defend, indemnify and hold the District harmless from any claims, demands, suits, damages, expenses, liabilities or causes of action arising or resulting directly from or in connection with (1) Contractor's breach of this Agreement; (2) Contractor's acts or omissions outside the scope of this Agreement; and (3) Contractor's and/or Contractor's agent's negligent acts or omissions in performing the Services. Contractor also agrees to indemnify, protect and hold the District harmless from any and all tax liabilities and responsibilities for payment of all federal, state and local taxes, including, but not limited to, all payroll taxes,

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered between Ketchikan Gateway Borough School District with principal offices at 333 Schoenbar Road, Ketchikan, AK 99901 (“District”) and **Derek J. Meister** (“Contractor”), collectively the “Parties.”

WHEREAS the District is a public school district charged with providing a free appropriate public education to students consistent with state and federal law and engages contractors as necessary to meet its obligations when it is efficient and cost-effective to do so;

WHEREAS the Contractor is a **School Psychologist** authorized to do business and provide **School Psychology services** within the State of Alaska;

NOW THEREFORE, the Parties mutually agree as follows:

1. Term. This Agreement commences upon entry by both Parties and shall continue in force and effect until the final day of this fiscal year, June 30, unless terminated earlier as set forth below. This Agreement may only be extended thereafter by mutual written agreement of the parties. The District may terminate this Agreement immediately upon a material breach of any provision of this Agreement. The District may terminate this Agreement for any reason by providing thirty (30) days advance written notice to Contractor.
2. Services. Subject to the terms and conditions of this Agreement, the District engages the Contractor to provide **School Psychology** services to meet the District’s anticipated needs in assessments, reports, and teacher support and Contractor hereby accepts such engagement.
3. Compensation. The Contractor shall invoice the District promptly following the provision of services. The District and Contractor agree that compensation for the Contractor’s services shall be at the rate of **\$725.00 per day** in an amount not to exceed **\$108,750**. The Contractor shall not bill any student or parent for services provided to the District under this Agreement.
4. Anticipated Service Volume. It is anticipated that the Contractor will be asked to provide **150 days of service**, with the possibility of additional days at the discretion of Director of Special Services and District, as well as the availability of the Contractor. Services will be provided remotely, unless on-site services are specifically requested.

5. Scheduling. Scheduling and all trips must be planned in conjunction with and authorized by the District Director of Special Services or designee.

6. Expenses. The Contractor is not responsible for any costs of travel, lodging, or other expenses incurred in providing the contracted services.

7. Qualifications. The Contractor represents that the Contractor is appropriately certificated, licensed or otherwise credentialed to provide in Alaska the services called for by this Agreement. The Contractor commits to maintaining those qualifications throughout the term of this Agreement. The Contractor will upon request provide copies of current Alaska credentials and licensing to the District.

8. Mandatory reporting. The Contractor acknowledges and affirms their mandatory reporting responsibilities under AS 47.17.020.

9. Background check. The Contractor will upon request cooperate with the District in submitting to a criminal background check.

10. Legal Compliance. The Contractor is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances that may apply to the performance of the Contractor's services under this Agreement. The Contractor represents and warrants that it is currently in compliance and further represents that compliance will be maintained throughout the duration of the Agreement. The Contractor further represents and warrants that the Contractor has applied for/obtained all necessary business permits and licenses that may be required to carry out the services, including an Alaska business license and any permits that may be required by any locality in which the Contractor performs services and that Contractor will maintain such required permits for the duration of the time of providing services.

11. Insurance. Contractor shall secure and maintain throughout the term of this Agreement liability insurance with minimum limits of liability of \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate from an insurer acceptable to the District. Proof of such insurance must be provided to the District upon request.

12. Independent Contractor Relationship. This Agreement shall not render the Contractor or any of the Contractor's agents an employee of the District. The Contractor is and will remain an independent contractor in its relationship to the District and will not become District's employee by virtue of provision of the contracted services. The District shall not and shall have no obligation to withhold taxes of any kind, including income, Social Security and Medicare taxes, from payment for these services or obtain any worker's compensation insurance or other insurance of any kind on behalf of the Contractor in relation to provision of these services. The District shall not provide, and neither the Contractor nor any of the Contractor's agents or employees are eligible to participate in, any employee health insurance, vacation pay, sick pay, TERS, PERS, or other fringe benefit plan of the District as a result of provision of services under this contract. If any government agency or

court determines that the Contractor should be reclassified as an employee, the Contractor hereby waives any claim to District benefits and acknowledges and understands that such reclassification would not entitle the Contractor to any benefits offered to District employees.

The District and the Contractor agree that the Contractor has the right to control and direct the means, manner and method by which the services required by this Agreement, are provided, however, that any services provided pursuant to a student's Individual Education Program (IEP) must be performed consistent with that IEP and the Contractor must comply with the requirements of state and federal law and District policy governing child find, assessment, evaluation, eligibility, development and implementation of IEPs and 504 Plans and the confidentiality of student records.

The Contractor shall have no right, power, or authority to bind the District to the fulfillment of any condition, contract or obligation or to create any liability binding on the District.

13. Recordkeeping. All cumulative file, IEP, and health records of District students to whom special education or related services are provided under the Agreement are District property. Upon termination of this Agreement, the Contractor will deliver such records to District. The District is required by state and federal law to make available to parents any records that the District collects, maintains, or uses with respect to the identification, evaluation and education placement of a student and the provision of a free appropriate public education of their child. The Contractor shall make available to the District upon reasonable request any and all records maintained by the Contractor with respect to the identification, evaluation and education placement of a student and the provision of a free appropriate public education of a student of the District to whom the Contractor provides services pursuant to this Agreement. The District is also required by state and federal law to safeguard the privacy of personally identifiable information in student records. The Contractor agrees and understands that confidential information including personally identifiable information regarding students will be disclosed to the Contractor in the course of performance of services under this Agreement. The Contractor may only use personally identifiable information from education records only for the purpose for which the disclosure to the Contractor was made. The Contractor will safeguard the confidentiality of such information, and redisclose such information only with the authorization of the District.

14. Liability and Indemnification. The Contractor shall protect, defend, indemnify and hold the District harmless from any claims, demands, suits, damages, expenses, liabilities or causes of action arising or resulting directly from or in connection with (1) the Contractor's breach of this Agreement; (2) the Contractor's acts or omissions outside the scope of this Agreement; and (3) the Contractor's and/or the Contractor's agent's negligent acts or omissions in performing the Services. The Contractor also agrees to indemnify, protect and hold the District harmless from any and all tax liabilities and responsibilities for payment of all federal, state and local taxes, including, but not limited to, all payroll taxes, self-employment taxes, workers' compensation premiums, and any contributions imposed or required under federal or state law with respect to the Contractor. The District shall protect, defend, indemnify and hold the Contractor harmless from any claims, demands, suits, damages, losses, expenses, liabilities or causes of action arising from or resulting directly from or in connection with the District's negligent acts and omissions in performing its obligations under this Agreement.

ADDENDUM A
Terms of Teleservices Assignment
Equipment Provided

By: 100556 - KETCHIKAN GATEWAY BOROUGH

SCHOOL DISTRICT

Print Name: _____

Title: _____

Date: _____



Additional Terms and Conditions VocoVision Equipment Policies

Telepractice Provisions:

1. **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 Contracted Telepractitioner's ability to fulfill the responsibilities outlined in Duties and Responsibilities below.
2. **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 sessions and other related services each week to meet or exceed the minimum hours requirement. Client and Contracted Telepractitioner 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 Contracted Telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.
3. **Administrative Responsibilities.** Client shall be responsible for orienting Contracted Telepractitioner 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 Contracted Telepractitioner 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 Contracted Telepractitioner. 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 Contracted Telepractitioner. 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 Contracted Telepractitioner.

Duties and Responsibilities

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

- a) 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.
- b) 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.
- c) Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
- d) Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- e) Complies with state and federal regulations to maintain student privacy and security.
- f) Facilitates behavior management strategies in students as appropriate.
- g) Provides information and counseling to families and school personnel as needed

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.

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.

CLIENT SERVICES AGREEMENT

Education Division



Soliant Health, LLC (the "Company"), and **Ketchikan Gateway Borough School District** whose primary location is 333 SCHOENBAR RD., KETCHIKAN, AK 99901 (the "Client") enter into this non-exclusive Client Services Agreement for the purpose of referring and placing Company's employees (the "Consultant" or "Consultants") with Client. This Agreement will govern the overall terms of the relationship, while separate Client Assignment Confirmation (Addendum A) for each placement will outline specifics such as bill rates, personnel, assigned discipline, and assignment lengths.

1. Scope of Services.

The Company, a staffing agency in the business of providing supplemental staffing to the public and private education sector, will use commercially reasonable efforts to provide Consultants to Client on a temporary basis or, if specifically requested by Client, for permanent placements. The parties agree that Company cannot guarantee the result or performance of the Consultants placed on a temporary or permanent basis. Client attests that it currently holds and agrees it will maintain all requirements necessary to operate its business and to utilize the Consultants in the positions assigned. If a Consultant is unable to complete the specified assignment, Company may use its commercially reasonable efforts to find a replacement in a timely manner.

2. Independent Contractor.

The parties agree that the relationship of each to the other is that of an independent contractor. All Consultants will remain employees of the Company, which is solely responsible for providing and maintaining payroll services for any Consultant placed with Client, maintaining payroll records, and withholding and remitting all payroll taxes and social security payments, unless the parties otherwise agreed to in writing. Company does not ordinarily use subcontractors in providing services. Should the need to use a subcontractor arise, the Company will notify Client in advance of the assignment to receive approval.

3. Term of Agreement.

This Agreement begins on the date of the latest signature below ("Effective Date") and remains in effect for a period of one (1) year unless terminated earlier in accordance with the provisions of this Agreement. Following the initial term, this Agreement will automatically renew for successive one-year periods. If either party elects not to renew, all obligations under this Agreement will cease at the end of the current term, except for any provisions that expressly or by their nature survive termination.

4. Telepractice Services.

Company, at Client's request, may provide telepractice services through its teletherapy provider VocoVision. Should utilization of VocoVision occur, Client will receive **Addendum A – Teleservices Assignment Confirmation** which outlines specific terms and conditions regarding VocoVision's telepractice services.

5. Insurance.

Company will maintain at least the following minimum amounts of insurance:

General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.

Workers Compensation - in accordance with state regulations.

Employer's Liability - \$1,000,000.

Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.

Professional Liability - \$1,000,000 per occurrence and \$3,000,000 aggregate.

Sexual Abuse and Molestation - \$1,000,000 per claim and \$3,000,000 aggregate

6. Competency and Licensing.

Company will make reasonable efforts to present only Consultants qualified for their discipline based on the applicable Department of Education licensing and certification requirements, professional standards, and Client requirements for the disciplines placed with Client. The Company will conduct pre-employment screenings to provide Consultants who meet the applicable standards and Client requirements. To assist in these efforts, Client will provide Company with all necessary standards and Client requirements for each discipline a Consultant may work in. Client acknowledges that it possesses the unique and necessary knowledge to assess the qualifications of any Consultant referred to work with Client, and Client agrees that it has the ultimate responsibility of approving a Consultant's licensure, certifications, and qualifications as acceptable for Client in the assigned discipline. To this end, Company will make available to Client all necessary Consultant records that Company may disclose and may, at Client's discretion, facilitate an interview between Client and Consultant to assist in the assignment decision. If Client becomes aware of any notices, findings, or information, including but not limited to fingerprint search results, that may negatively impact the start or continuation of an assignment, Client will notify Company in writing within three (3) business days of Client's knowledge of such information and will provide Company with all relevant and necessary details regarding the situation. Failure to notify Company may result in the termination of this Agreement and any current or future assignments.

7. Credentialing and Onboarding.

Consultants assigned to Client must pass all required background checks, fingerprinting, and security screenings in accordance with federal, state, and local requirements as applicable to Client and the assigned discipline. Client will confirm that Consultants meet these requirements prior to the start of an assignment.

CLIENT SERVICES AGREEMENT

Education Division



Client acknowledges that Consultants must complete Company's onboarding and credentialing processes prior to the start of an assignment, and Client agrees that Consultants may not provide any services prior to their completion of onboarding and credentialing. Company will provide Client with written notice of Consultant's completion of onboarding and credentialing and Consultant's authorization to begin work. If Client authorizes a Consultant to begin work before completion of the onboarding and credentialing process, Client accepts full responsibility for such authorization. Client agrees to indemnify, defend, and hold harmless Company from all liabilities, losses, damages, costs, and expenses arising due to Consultant's performance of services during such period and agrees that in no instance is Company liable to Client for its decision to authorize work without Company's written approval and confirmation of completion of onboarding and credentialing.

8. On-Site Responsibility.

Client will provide Consultants with orientation to all Client specific policies, procedures, and processes necessary to provide services, including but not limited to safety policies and procedures, and Client will provide all necessary support, facilities, training, direction, and means for Consultants to satisfactorily complete the assignment. Client acknowledges that Company does not provide special education, therapy, nursing, or related services and only provides candidate identification and placement services. As such, the provision of Consultant's services is not supervised by Company. Client will provide Consultant and Company written notice and contact information of the Client supervisor assigned to each Consultant. At all times, Consultants are subject to Client's guidance, supervision, and control for the work performed and services provided. Client is responsible for Consultant's adherence to the applicable standards of practice and Client requirements, and only Client is responsible for determining the appropriate services to be provided by Consultant. Client will not allow Consultant, at any time, to perform work or provide services that are outside the scope of the duties and responsibilities of their assigned position, and Client will not allow Consultant to perform work at any location other than the location(s) agreed upon with Company. Client will not allow, request, or require that Consultants use any automobile, regardless of ownership, or Consultant's personal devices in performance of any work for Client without the written consent of Company. Client acknowledges that any deviation from Client's policies and procedures, as orientated to Consultants, should be immediately reported in writing and directly to Company so it may offer correction and/or counseling to the Consultant.

9. Administrative Responsibilities.

Client is responsible for orienting Consultants to Client's policies and procedures regarding the submission of any paperwork required for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. Should Consultant fail to submit paperwork as required by Client's policies and procedures, Client will notify Company in writing within three (3) business days of Client's knowledge of the alleged failure. Failure to timely notify Company or notify Company before an assignment ends negates any Client claim to withhold payment due to untimely work and/or paperwork non-compliance.

Where required by federal, state, or local law, Client acknowledges it is responsible for providing and administering meal and rest periods to Consultants in accordance with such laws because Company does not maintain control over Client's workplace. If Client operates in such a jurisdiction, Client will provide a written policy outlining Client's requirements and procedures to Company and Consultants, and Client will provide appropriate training to Consultants so they may comply with such policy. Client agrees to indemnify Company for any payments or other expenses incurred by Company relating to Client's failure to properly administer any legally required meal or rest breaks. Client will immediately notify Company in writing if it is unable or unwilling to provide or administer legally required meal and rest breaks. In such an event, Company may immediately terminate any or all current and future assignments with Client. In the event of any inquiries regarding meal and rest break compliance, Client and Company will cooperate in good faith to resolve the matter in accordance with applicable laws and best practices. If corrective action is necessary, the parties will work together to determine an appropriate resolution.

10. Workplace Conditions and Reporting of Work-Related Injuries.

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed necessary for the positions to which Consultants are assigned. Client warrants that its facilities and operations comply with all applicable federal, state, and local safety and health laws, regulations, and standards, including but not limited to all applicable workplace safety standards. Client agrees it is responsible for providing all necessary safety training and equipment to Consultants, and for each Consultant's compliance with applicable health and safety requirements, including those instituted by Client. Client ensures compliance with all applicable workplace safety obligations, including general training on the reporting of work-place injuries or incidents, and occupational exposure to bloodborne pathogens. Records of such occurrences will be maintained by Client and will be accessible to Company. In the event of a workplace injury, incident, or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the appropriate treating department as per Client protocol. Consultant will concurrently report any workplace injury, incident, or exposure to Company for the purpose of reporting such event to Company's workers' compensation carrier. If Client's reporting requirements change during the term of this Agreement, Client is responsible for providing written notification of such change to both Company and Consultants.

11. Employment of Consultants.

If, within one (1) calendar year of Company introducing or referring a Consultant to Client or the end of a Consultant's assignment with Client, whichever is later, Client hires, contracts with, or refers a Consultant to a third-party Client agrees this constitutes a permanent placement and agrees to compensate Company for its time and efforts.

The compensation owed to Company for a permanent placement as described in this section shall be the greater of:

- i. Twenty-Two Thousand Five Hundred Dollars (\$22,500), or
- ii. Thirty-Five Percent (35%) of the Consultant's first-year compensation from Client or third-party.

For purposes of this clause, "introduce" and "refer" shall include any instance where Client has received information about a Consultant from Company or has interviewed, communicated with, or otherwise engaged in discussions with a Consultant as a result of Company's services. The parties agree that this section is intended to provide fair compensation to Company for its services, and it does not, in any way, restrict Client's right to hire a Consultant introduced or referred by Company.

12. Equal Opportunity and Workplace Harassment.

Both parties agree to provide equal opportunity to all Consultants and agree that they will not discriminate against, harass, or retaliate against any Consultant based on race, religion, color, sex, national origin, age, disability, veteran status, or any other status or condition protected by applicable federal, state, or local laws. Client will promptly investigate all allegations of discrimination, harassment, and retaliation, and will immediately report to Company any such incident or suspected incident involving a Consultant and Client employees or agents or occurring at Client's worksites. Client will indemnify Company for all losses, liabilities, or damages associated with defending any charge, complaint, claim, cause of action or suit by any governmental or administrative agency and/or any Consultant or anyone acting on Consultant's behalf, arising in whole or in part due of Client or Client's employees or agents..

13. Timekeeping and Invoicing.

Client will ensure that Consultants accurately record the start and stop times for all hours worked in accordance with Client's policies and that Consultants utilize Client's designated method for submission of Company's timesheet. Timesheets and/or timesheet approvals are due weekly by 12:00 PM on the Monday following the end of Client's designated workweek.

Company will generate an invoice based on timesheets submitted. Each invoice will contain a unique invoice number, date(s) of services provided, Consultant name, job title, hourly bill rate, total hours billed, and total amount due. Company pays overtime in compliance with federal, state, and local laws. Client agrees to be billed at one and one-half (1.5) times the regular bill rate for all hours when Company is required to pay overtime. Client must notify Company in writing if pre-approval is required for overtime hours prior to any such hours being worked. Client attests that only Client employees with appropriate knowledge and authority will review and approve invoices and will notify Company of any errors within fifteen (15) days of the date of invoice, and Company agrees that all non-disputed amounts are due and payable according to the standard payment terms contained herein. Company and Client will work in good faith to resolve any errors, and Company will provide a corrected invoice mutually acceptable to both parties within ten (10) business days of a resolution. In the event Client fails to report errors within fifteen (15) days, disputes will not be accepted, and the invoice will be due and payable in full.

14. Payment Terms, Default Charges, and Minimum Wage Increases.

Company will submit invoices to Client on a weekly basis for all services provided during the previous week. **Client's payment is due within fifteen (15) days of receipt of invoice.**

Invoices are considered past due if not paid by the agreed upon due date. Client agrees to pay all necessary collection costs, including reasonable attorney's fees and costs. Company reserves the right to approve or discontinue any extension of credit and the terms governing such credit.

If Company is required to increase Consultant's compensation due to minimum wage increases or experiences an increase in compensation costs as a direct result of any law, order, or other government action, Client agrees that Company may increase the bill rates at a proportional level. Company agrees it may only increase bill rates up to a level that places Company in the same position it was prior to such law, order, or action. Company will provide fifteen (15) days written notice to Client prior to any such change taking effect.

15. Limitation of Liability.

NEITHER PARTY WILL 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 WILL NOT BE LIMITED BY THESE PROVISIONS.

16. Incident and Error Tracking.

Client will report to Company any performance issues, incidents, errors, or other similar events related to the work or services provided by Consultants. Company will document reported incidents and may track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of Client's knowledge of the occurrence.

17. Termination of Assignment With Cause.

Immediately upon Client's knowledge, Client will report to Company any behavior issue, deviation from the accepted standards of practice, policies, and procedures as orientated to Consultant, or incident that would be considered adverse to Client's operations. In such an event, Client may request, in writing, that Company facilitate the immediate removal of Consultant. Client agrees it will not immediately remove a Consultant or terminate an assignment unless Company has been notified in writing or, based on Client's good faith assessment, that immediate dismissal is necessary to protect Client's operations. Upon termination of assignment or removal of a Consultant, Client will provide documentation specifying the reasons and facts of the termination to Company within forty-eight (48) hours. If Client does not report such deviation(s) and terminates an assignment or does not provide the required documentation following a termination, Client will be assessed an amount equal to five (5) days of billings at the bill rates and minimum hours agreed upon in the applicable Client Assignment Confirmation. The parties agree that Consultants are an integral part of Company's operations and a resource that may have been developed over years, and Client acknowledges that Company may not be able to find another position for Consultant, ultimately leading to termination of Consultant's employment with Company. Accordingly, any delay or absence of written notice may result in lost revenue or other consequences not foreseen at this time. Therefore, the parties agree the liquidated damages in this Section are reasonable for the probable loss suffered by Company in the event of Client's breach of this provision.

Client is responsible for all costs and fees up to the point of termination. Client will provide Company a five (5) business days exclusivity period to refill the position in the event of termination with cause. Should Company identify a suitable Consultant, Client will agree to the original or extended terms of the terminated Consultant's assignment. In the event a replacement Consultant requires higher compensation, Client agrees that Company may proportionately increase the bill rate to put Company in the same position as it was before the termination.

18. Termination of Agreement and Termination of Assignment Without Cause.

Client may terminate an assignment or this Agreement upon thirty (30) days written notice. Client is responsible for all charges and fees prior to notice date and through the 30-day period of notice. If Client is unable to or does not provide thirty (30) days written notice, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours for all terminated assignments. In the event of termination without cause, Client is responsible for any housing and travel costs actually incurred by Company because of such termination.

19. Minimum Hours.

Client will provide Consultants with the number of work hours per week specified in the applicable Client Assignment Confirmation. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the minimum work hours. Minimum work hours will be reduced to reflect scheduled closings for holidays and planning days.

20. Force Majeure and Unscheduled Facility Closure Policy.

Neither party is liable for failure or delay in performing its obligations, if such failure or delay is due to natural disasters, pandemics, acts of war, government regulations, or other events or causes beyond the parties' control. Further, the parties agree that Company is not liable for failure or delay in performing its obligations, if such failure or delay is due to termination of Consultant or Consultant's resignation. If services are interrupted, both parties will make reasonable efforts to resume operations.

Notwithstanding the foregoing, the parties agree that in the event of an unforeseen or unexpected interruption resulting from a complete or partial unscheduled closure of Client's facilities due to natural or manmade events, including but not limited to fires, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services all Consultants whose services can be performed in such a setting. Client agrees to be billed for virtual services at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours will be entered and processed according to the normal time submittal and approval process, unless otherwise requested in writing by Client and agreed upon by Company. Company and Client will work in good faith to determine which contracted disciplines qualify for virtual services, however Client may not decline virtual services of a Consultant if the same services are provided virtually by Client employee(s). For Consultants not eligible for virtual services, Client will be invoiced and will pay for each affected Consultant a rate of \$200 per day for each workday that the affected Consultant is unable to work due to an Unscheduled Closure.

21. Multiple Locations.

If Client requires Consultant to travel to and perform services at more than one location, Client will compensate Company for travel time between facilities at the regular hourly bill rate and for mileage not to exceed the then current IRS reimbursement rate.

22. Issue Resolution.

In the event Client encounters an issue that is not satisfactorily resolved by its Company representative, Client should escalate the issue to the appropriate Company manager by calling 800-849-5502. Please ask for your account representative's manager.

23. Indemnification.

To the fullest extent permitted by law, each party (the "Indemnifying Party") will indemnify, defend, and hold harmless the other party, and each of their respective officers, directors, agents, and employees (the "Indemnified Party") against all liabilities, losses, damages, costs and expenses ("Losses") to the extent caused by the actions or inactions of the Indemnifying Party. In no event will the Indemnifying Party's obligations extend to Losses resulting solely from the negligent act or omission, willful misconduct, breach of this Agreement, or unlawful act of an Indemnified Party.

The Indemnified Party will notify the Indemnifying Party promptly after receiving notice of a claim, lawsuit, demand, action, or threatened action ("Claim") covered by the indemnity obligations in this Agreement and will provide the Indemnifying Party with all necessary documentation for the Indemnifying Party to assess its obligations under the Agreement. The parties will keep each other reasonably informed regarding the status of any Claim, will work in good faith in the defense and settlement of Claims, will provide notice to and consult with each other prior to settling any Claim. Neither party will, without the other's written consent, settle or compromise any claim or consent to the entry of any judgment regarding any Claim which indemnification is being sought unless such settlement, compromise, or consent (i) includes an unconditional release of the other party from all liability arising out of such claim; (ii) does not include any admission or statement suggesting any wrongdoing or liability on behalf of the other party; (iii) does not contain any equitable order, judgment, or term that affects, restricts or interferes with the business of the other party; and (iv) does not place any monetary obligations or liabilities on the other party. Any omission or delay in complying with this paragraph by the Indemnified Party will relieve the Indemnifying Party of its obligations to the extent it is prejudiced by such omission or delay. This Section will survive any termination or expiration of this Agreement.

24. Confidentiality.

Each party acknowledges that, they (the "Receiving Party") will learn confidential information of the other party (the "Disclosing Party"). Confidential information (as defined here and below) is any information which is private to the Disclosing Party but is shared by to the Receiving Party as required to accomplish this Agreement and **includes bill rates, fees for permanent placements, and terms and conditions of this Agreement.** It is agreed that neither party will disclose any Confidential Information of the other party to any person or entity nor permit any person or entity to use Confidential Information, except as required to fulfill the party's obligations under this Agreement.

Confidential Information of Company also includes, but is not limited to, any and all information owned or controlled by Company and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Company and which is not generally disclosed to the public, including but not limited to employee and Consultant information and Company's technical data, policies, financial data, contract terms and provisions, billing rates, and permanent placement fees whether disclosed orally, in writing, or by inspection, and that should be reasonably understood to be confidential given the nature of the information.

If the Receiving Party attempts to use or dispose of any Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of this Agreement, the Disclosing Party has the right, in addition to other remedies which may be available to it, to obtain injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant. The parties acknowledge and agree that monetary damages may not be a sufficient remedy for any breach or threatened breach of this Section and, therefore, such injunctive relief is appropriate as a remedy and the breaching party waives any requirement for the securing or posting of any bond showing actual monetary damages in connection with such breach.

The parties understand and agree that nothing in this Section is meant to prevent any disclosure of Confidential Information required under federal, state, or local law, regulation, or a valid order issued by a court or governmental agency (each a "Legal Order"). Before making such disclosure, the Receiving Party will provide the Disclosing Party with (i) prompt written notice of such Legal Order so the Disclosing Party may seek, at its own costs and expense, a protective order or other remedy; and (ii) reasonable assistance, at the Disclosing Party's costs and expense, in opposing such disclosure. If, after providing notice, the Receiving Party remains subject to a Legal Order to disclose any Confidential Information, the Receiving Party will disclose only the portion of Confidential Information that such Legal Order specifically requires to be disclosed.

25. Family Education Rights and Privacy Act, Data Protection, and Cybersecurity.

Where applicable, Company will 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 Client's students may be contained in records maintained by Company and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect relevant records in accordance with FERPA and Client policy. If necessary, Consultants assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines. Notwithstanding the foregoing, Client will not, unless necessary in furtherance of this Agreement, disclose such information to Company or Consultant, and Client will not, under any circumstances, allow Consultant to remove such information from Client facilities. If such removal occurs, Client will immediately notify Company, and the parties will work in good faith to remedy the situation. Except where required by law, Company will not disclose to any third party, without prior consent of a parent/guardian and written consent of Client, any information regarding students that Company may learn or obtain during this Agreement.

CLIENT SERVICES AGREEMENT

Education Division



The parties will implement and maintain reasonable security measures to protect data from unauthorized access, disclosure, or use and will comply with all applicable federal, state, and local laws regarding privacy and data protection. In the event of a data breach affecting the other party, the affected party must notify the other party within five (5) business days of its awareness of the breach. Upon termination of this Agreement or upon the other party's request, each party will return or securely destroy records and data in accordance with applicable laws. Client agrees Company is free from any liability arising from or relating to Client's failure to provide onsite supervision or to orient and train Consultant on Client's policies, procedures, or oversight related to data protection.

26. State Retirement System Notice.

This notice is intended to clarify the manner of payment in contemplation of a Consultant's mandatory or permissive participation in a state teacher retirement system, school employees' retirement system, and/or any similar or successor system applicable to the professionals provided by Company. Client agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultant and fulfilling all associated administrative duties. The parties agree that the applicable employee share paid to the system by Client shall be deducted from the amount due to Consultant by Company. Client and Company expressly acknowledge and agree that if any Consultant is required to or elects to participate in a retirement system/pension, Client is solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension. Client will immediately notify Company if any Consultant is required to or voluntarily elects to participate in any such system. In such event, Client will advise Company of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client will withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by Client will be deducted from the amount owed to Company by Client.

27. Conflicts of Interest.

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with the ability to perform under this Agreement. To that end, the parties hereby certify and represent that their officials, employees, and agents do not have any significant financial or other pecuniary interest in the other party's business or operations, and no inducements of monetary or other value were offered or given to any officer, employee, or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

28. Client Funding.

The parties acknowledge that Client's obligations under this Agreement may be subject to budgetary constraints and appropriations by government authorities. If funding for services under this Agreement is reduced or eliminated by governmental action, Client will immediately notify Company in writing. In such cases, the parties will negotiate in good faith to modify the Agreement to allow for continuation of services. However, if Company, in its sole discretion, determines that it is not feasible to continue providing services at reduced costs, Company may immediately terminate this Agreement and all current and future assignments, without liability to Client.

29. Survival.

The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation, or expiration of this Agreement, will survive termination, cancellation or expiration of this Agreement.

30. Notices.

All notices required to be given in writing will be sent to the names/addresses listed below.

Soliant Health LLC

Contract Department
5550 Peachtree Parkway
Suite 500
Peachtree Corners, GA 30092
ContractNotices@soliant.com

To Client

Attention: Ketchikan Gateway Borough School District

Address: 333 SCHOENBAR RD., KETCHIKAN, AK 99901

31. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State where the services are provided, without regard to its conflict of laws principles. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in the State in which services were performed.

CLIENT SERVICES AGREEMENT
Education Division



32. Electronic Signatures, Counterparts, and Authority.

This Agreement and any related documents may be executed and delivered electronically, including by email or electronic signature software. Signatures transmitted electronically will be considered valid and binding as if they were original signatures.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. A signed copy of this Agreement transmitted by electronic means (such as email or other software) will have the same legal effect as an original signed copy.

The persons signing this Agreement represent that they have the proper authority to bind their respective party. If Client is entering into this Agreement on behalf any additional affiliated facilities, Client represents that it has the proper authority to bind those facilities to the terms of this Agreement. As such, Client will be jointly and severally liable under this Agreement for the obligations of such additional affiliated facilities.

33. Severability and Waiver.

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect. When possible, the parties agree to negotiate in good faith to replace any invalid or unenforceable provision with a legally valid alternative.

Failure or delay by either party to enforce any provision of this Agreement will not be considered a waiver of that provision or any other provision, and a waiver of any right(s) under this Agreement must be in writing and signed by the waiving party. No waiver of any default will be deemed a waiver of any subsequent default.

34. Entire Agreement.

This Agreement and each duly executed Amendment or Exhibit represents the entire agreement between the parties and supersedes any prior understandings or agreements, whether written or oral, between the parties with respect to the the subject matter herein. The parties acknowledge that they were given the opportunity to discuss this Agreement with legal counsel. Should any provision of this Agreement require judicial interpretation, the interpretation shall not apply any rule of construction to construe the provision(s) more strictly against one party. This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective heirs, personal representatives, successors, and assigns, subject to the limitations contained herein. This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the parties.

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

CLIENT ID – CLIENT NAME

**100556 - KETCHIKAN GATEWAY BOROUGH
SCHOOL DISTRICT**

Soliant Health, LLC

Signature

Date

Signature

Date

Print Name

Print Name

Title

Title

15. Successors and Assigns; No Third-Party Beneficiary Rights. All of the provisions of this Agreement shall be binding upon and inure only to the benefit of the Parties. No provision of this Agreement shall in any way inure to the benefit of any third-party so as to constitute any person as a third-party beneficiary of this Agreement or otherwise give rise to any cause of action to anyone not a party to the Agreement.

16. Choice of Law and Venue. The construction, interpretation and performance of this Agreement are governed by the law of the State of Alaska. The venue for hearing any dispute involving claims arising from this Agreement shall be in superior court for the State of Alaska, First Judicial District at Ketchikan.

17. Assignment. The Contractor shall not assign their rights under this Agreement or delegate performance of any duties hereunder without prior written consent of the District.

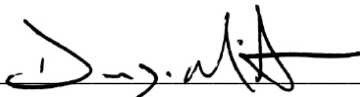
18. Freedom to Contract. This Agreement does not preclude the Contractor from providing services to any other organization or entity, provided that such work does not interfere with or diminish the Contractor's ability to provide the services called for by this Agreement.

19. Complete Agreement. This agreement constitutes the entire agreement between the parties. No waiver, consent, modification of change, or terms of provisions of the agreement shall bind the Parties unless in writing and signed by The Contractor and an authorized representative of the District. Such waiver, consent, modification, or change if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein this agreement.

Ketchikan Gateway Borough School District (KGBSD)

By: KGBSD Director of Special Services Date

By: KGBSD Superintendent Date



By: Contractor 3/4/2025
Date

self-employment taxes, workers' compensation premiums, and any contributions imposed or required under federal or state law with respect to Contractor. The District shall protect, defend, indemnify and hold Contractor harmless from any claims, demands, suits, damages, losses, expenses, liabilities or causes of action arising from or resulting directly from or in connection with the District's negligent acts and omissions in performing its obligations under this Agreement.

15. Successors and Assigns; No Third-Party Beneficiary Rights. All of the provisions of this Agreement shall be binding upon and inure only to the benefit of the Parties. No provision of this Agreement shall in any way inure to the benefit of any third-party so as to constitute any person as a third-party beneficiary of this Agreement or otherwise give rise to any cause of action to anyone not a party to the Agreement.

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19. Complete Agreement. This agreement constitutes the entire agreement between the parties. No waiver, consent, modification of change, or terms of provisions of the agreement shall bind the Parties unless in writing and signed by Contractor and an authorized representative of the District. Such waiver, consent, modification, or change if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein this agreement.

Ketchikan Gateway Borough School District

By: KGBSD Special Services Director

Date

Contractor

Date



ADDENDUM A
Terms of Teleservices Assignment
Equipment Provided

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

Soliant Health, LLC ("Soliant" or the "Company") will contract with VocoVision for the provisions of telepractice services to Client. Client will pay Soliant for the hours worked by Contracted Telepractitioner under the following terms:

Contracted Telepractitioner:	<u>Tammy Conklin</u>		
Client:	<u>Ketchikan Gateway Borough School District</u>		
Assignment Start Date:	<u>09/02/2025</u>	Assignment End Date:	<u>06/05/2026</u>
Position:	<u>Tele - SLP</u>		
Hours per Week:	<u>16.0</u>		
Bill Rate per Hour	<u>\$110.25</u>	<i>Bill Rate is all-inclusive^(a)</i>	
Technology Fee:	<u>\$0.00</u>		

One VocoVision station per full time position at no cost. Additional stations can be provided with a \$1,000 per unit refundable deposit and \$200 per unit nonrefundable 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

- a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
- b) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Contracted Telepractitioner introduced or referred by the Company or VocoVision for a period of (24) months after the last date Client received Services from such Contracted Telepractitioner. If Client or its affiliate enters into such a relationship or refers Contracted Telepractitioner to a third party for employment, Client agrees to pay an amount equal to first year's total compensation including but not limited to a signing and/or relocation bonus, as agreed upon at the time of hiring. Payment is due and payable to the Company upon start date..
- c) Client agrees to approve Contracted Telepractitioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractioner for Client's review and approval. Should Contracted Telepractitioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify Soliant in writing within three (3) business days of alleged failure. Client's failure to notify Soliant in writing within the three (3) day period shall negate any Client invoicing dispute.
- d) Client acknowledges Additional Terms and Conditions as applicable to teletherapy services and the provision thereof.

By: 100556 - KETCHIKAN GATEWAY BOROUGH

SCHOOL DISTRICT

Print Name: _____

Title: _____

Date: _____



Additional Terms and Conditions VocoVision Equipment Policies

Telepractice Provisions:

1. **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 Contracted Telepractitioner's ability to fulfill the responsibilities outlined in Duties and Responsibilities below.
2. **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 sessions and other related services each week to meet or exceed the minimum hours requirement. Client and Contracted Telepractitioner 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 Contracted Telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.
3. **Administrative Responsibilities.** Client shall be responsible for orienting Contracted Telepractitioner 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 Contracted Telepractitioner 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 Contracted Telepractitioner. 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 Contracted Telepractitioner. 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 Contracted Telepractitioner.

Duties and Responsibilities

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

- a) 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.
- b) 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.
- c) Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
- d) Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- e) Complies with state and federal regulations to maintain student privacy and security.
- f) Facilitates behavior management strategies in students as appropriate.
- g) Provides information and counseling to families and school personnel as needed

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.

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.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered between Ketchikan Gateway Borough School District with principal offices at 333 Schoenbar Road, Ketchikan, AK 99901 (“District”) and DJZ, LLC, Donald Zanoff at 105 South 5th Street, Livingston, MT 59047 (“Contractor”), collectively the “Parties.”

WHEREAS the District is a public school district charged with providing a free appropriate public education to students consistent with state and federal law and engages contractors as necessary to meet its obligations when it is efficient and cost-effective to do so;

WHEREAS Contractor is a speech-language pathologist authorized to do business and provide speech-language pathology services within the State of Alaska;

NOW THEREFORE, the Parties mutually agree as follows:

1. Term. This Agreement commences upon entry by both Parties and shall continue in force and effect until the final day of the fiscal year, June 30, 2026 unless terminated earlier as set forth below. This Agreement may only be extended thereafter by mutual written agreement of the parties. The District may terminate this Agreement immediately upon a material breach of any provision of this Agreement. The District may terminate this Agreement for any reason.
2. Services. Subject to the terms and conditions of this Agreement, the District engages Contractor to provide speech-language pathology services to meet the District’s anticipated needs in assessments, reports, and teacher support and Contractor hereby accepts such engagement.
3. Compensation. Contractor shall invoice the District promptly following the provision of services. The District and Contractor agree that compensation for Contractor’s services shall be at the rate of \$725 per day. Contractor shall not bill any student or parent for services provided to the District under this Agreement.
4. Anticipated service volume. It is anticipated that Contractor will be asked to provide up to 160 days of service which shall consist of up to 3 weeks per quarter of onsite contact with students and district personnel and the remainder of the contract days for the provision of virtual delivery of speech-language pathology services and completion of reports.
5. Scheduling. Scheduling and all trips must be planned in conjunction with and authorized by the District Special Education Director or designee.

6. Expenses. The District agrees to reimburse up to \$3,600 for air travel between Bozeman, Montana and Ketchikan, Alaska. The District also agrees to reimburse up to \$4,000 for lodging in Ketchikan during the Contractor's on-site delivery of services.

7. Qualifications. Contractor represents that Contractor is appropriately certificated, licensed or otherwise credentialled to provide in Alaska the services called for by this Agreement. Contractor commits to maintaining those qualifications throughout the term of this Agreement. Contractor will upon request provides copies of current Alaska credentials and licensing to the District.

8. Mandatory reporting. Contractor acknowledges and affirms their mandatory reporting responsibilities under AS 47.17.020.

9. Background check. Contractor will upon request cooperate with the District in submitting to a criminal background check.

10. Legal Compliance. Contractor is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances that may apply to the performance of Contractor's services under this Agreement. Contractor represents and warrants that it is currently in compliance and further represents that compliance will be maintained throughout the duration of the Agreement. Contractor further represents and warrants that Contractor has applied for/obtained all necessary business permits and licenses that may be required to carry out the services, including an Alaska business license and any permits that may be required by any locality in which the Contractor performs services and that Contractor will maintain such required permits for the duration of the time of providing services.

11. Insurance. Contractor shall secure and maintain throughout the term of this Agreement liability insurance with minimum limits of liability of \$1,000,000 per occurrence and \$3,000,000 aggregate from an insurer acceptable to the District. Proof of such insurance must be provided to the District upon request.

12. Independent Contractor Relationship. This Agreement shall not render Contractor or any of Contractor's agents an employee of the District. Contractor is and will remain an independent contractor in its relationship to the District and will not become District's employee by virtue of provision of the contracted services. The District shall not and shall have no obligation to withhold taxes of any kind, including income, Social Security and Medicare taxes, from payment for these services or obtain any worker's compensation insurance or other insurance of any kind on behalf of Contractor in relation to provision of these services. The District shall not provide, and neither Contractor nor any of Contractor's agents or employees are eligible to participate in, any employee health insurance, vacation pay, sick pay, TERS, PERS, or other fringe benefit plan of the District as a result of provision of services under this contract. If any government agency or court determines that Contractor should be reclassified as an employee, Contractor

hereby waives any claim to District benefits and acknowledges and understands that such reclassification would not entitle Contractor to any benefits offered to District employees.

The District and Contractor agree that Contractor has the right to control and direct the means, manner and method by which the services required by this Agreement, are provided, however, that any services provided pursuant to a student's Individual Education Plan must be performed consistent with that IEP and Contractor must comply with the requirements of state and federal law and District policy governing child find, assessment, evaluation, eligibility, development and implementation of IEPs and 504 Plans and the confidentiality of student records.

Contractor shall have no right, power, or authority to bind the District to the fulfillment of any condition, contract or obligation or to create any liability binding on the District.

13. Recordkeeping. All cumulative file, IEP, and health records of District students to whom special education or related services are provided under the Agreement are District property. Upon termination of this Agreement, Contractor will deliver such records to District. The District is required by state and federal law to make available to parents any records that the District collects, maintains, or uses with respect to the identification, evaluation and education placement of a student and the provision of a free appropriate public education of their child. Contractor shall make available to the District upon reasonable request any and all records maintained by the Contractor with respect to the identification, evaluation and education placement of a student and the provision of a free appropriate public education of a student of the District to whom Contractor provides services pursuant to this Agreement. The District is also required by state and federal law to safeguard the privacy of personally identifiable information in student records. Contractor agrees and understands that confidential information including personally identifiable information regarding students will be disclosed to Contractor in the course of performance of services under this Agreement. Contractor may only use personally identifiable information from education records only for the purpose for which the disclosure to Contractor was made. Contractor will safeguard the confidentiality of such information, and redisclose such information only with the authorization of the District.

14. Liability and Indemnification. Contractor shall protect, defend, indemnify and hold the District harmless from any claims, demands, suits, damages, expenses, liabilities or causes of action arising or resulting directly from or in connection with (1) Contractor's breach of this Agreement; (2) Contractor's acts or omissions outside the scope of this Agreement; and (3) Contractor's and/or Contractor's agent's negligent acts or omissions in performing the Services. Contractor also agrees to indemnify, protect and hold the District harmless from any and all tax liabilities and responsibilities for payment of all federal, state and local taxes, including, but not limited to, all payroll taxes, self-employment taxes, workers' compensation premiums, and any contributions imposed or required under federal or state law with respect to Contractor. The District shall protect, defend, indemnify and hold Contractor harmless from any claims, demands,

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered between Ketchikan Gateway Borough School District with principal offices at 333 Schoenbar Road, Ketchikan, AK 99901 ("District") and **Brian D. Adams** ("Contractor"), collectively the "Parties."

WHEREAS the District is a public school district charged with providing a free appropriate public education to students consistent with state and federal law and engages contractors as necessary to meet its obligations when it is efficient and cost-effective to do so;

WHEREAS Contractor is a **School Psychologist** authorized to do business and provide **School Psychology Services** within the State of Alaska;

NOW THEREFORE, the Parties mutually agree as follows:

1. Tenn. This Agreement commences upon entry by both Parties and shall continue in force and effect until the final day of this fiscal year, June 30, unless terminated earlier as set forth below. This Agreement may only be extended thereafter by mutual written agreement of the parties. The District may terminate this Agreement immediately upon a material breach of any provision of this Agreement. The District may terminate this Agreement for any reason by providing thirty (30) days advance written notice to Contractor.
2. Services. Subject to the terms and conditions of this Agreement, the District engages Contractor to provide **School Psychology** services to meet the District's anticipated needs in assessments, reports, and teacher support and Contractor hereby accepts such engagement.
3. Compensation. Contractor shall invoice the District promptly following the provision of services. The District and Contractor agree that compensation for Contractor's services shall be at the rate of **\$725.00 per day** in an amount not to exceed **\$101,500 total**. Contractor shall not bill any student or parent for services provided to the District under this Agreement.
4. Anticipated Service Volume. It is anticipated that Contractor will be asked to provide **a minimum of 100 days** up to **140** days of service which shall consist of a virtual/hybrid model of services which may include both virtual and on-site days of travel to school sites and contact with students and district personnel in KGBSD. The total for onsite visits will not exceed six, one-week trips, unless approved by the SPED Director and agreed upon the Contractor. **Additional days beyond the minimum will be at the discretion of the Special Services Director based upon the needs of the District.**

5. Scheduling. Scheduling and all trips must be planned in conjunction with and authorized by the District Special Education Director or designee.
6. Expenses. Contractor is not responsible for any costs of travel, lodging, or other expenses incurred in providing the contracted services.
7. Qualifications. Contractor represents that Contractor is appropriately certificated, licensed or otherwise credentialed to provide in Alaska the services called for by this Agreement. Contractor commits to maintaining those qualifications throughout the term of this Agreement. Contractor will upon request provides copies of current Alaska credentials and licensing to the District.
8. Mandatory reporting. Contractor acknowledges and affirms their mandatory reporting responsibilities under AS 47.17.020.
9. Background check. Contractor will upon request cooperate with the District in submitting to a criminal background check.
10. Legal Compliance. Contractor is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances that may apply to the performance of Contractor's services under this Agreement. Contractor represents and warrants that it is currently in compliance and further represents that compliance will be maintained throughout the duration of the Agreement. Contractor further represents and warrants that Contractor has applied for/obtained all necessary business permits and licenses that may be required to carry out the services, including an Alaska business license and any permits that may be required by any locality in which the Contractor performs services and that Contractor will maintain such required permits for the duration of the time of providing services.
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District as a result of provision of services under this contract. If any government agency or court determines that Contractor should be reclassified as an employee, Contractor hereby waives any claim to District benefits and acknowledges and understands that such reclassification would not entitle Contractor to any benefits offered to District employees.

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or required under federal or state law with respect to Contractor. The District shall protect, defend, indemnify, and hold Contractor harmless from any claims, demands, suits, damages, losses, expenses, liabilities or causes of action arising from or resulting directly from or in connection with the District's negligent acts and omissions in performing its obligations under this Agreement.

15. Successors and Assigns; No Third-Party Beneficiary Rights. All of the provisions of this Agreement shall be binding upon and inure only to the benefit of the Parties. No provision of this Agreement shall in any way inure to the benefit of any third-party so as to constitute any person as a third-party beneficiary of this Agreement or otherwise give rise to any cause of action to anyone not a party to the Agreement.

16. Choice of Law and Venue. The construction, interpretation and performance of this Agreement are governed by the law of the State of Alaska. The venue for hearing any dispute involving claims arising from this Agreement shall be in superior court for the State of Alaska, First Judicial District at Ketchikan.

17. Assignment. Contractor shall not assign their rights under this Agreement or delegate performance of any duties hereunder without prior written consent of the District.

18. Freedom to Contract. This Agreement does not preclude Contractor from providing services to any other organization or entity, provided that such work does not interfere with or diminish Contractor's ability to provide the services called for by this Agreement.

19. Complete Agreement. This agreement constitutes the entire agreement between the parties. No waiver, consent, modification of change, or terms of provisions of the agreement shall bind the Parties unless in writing and signed by Contractor and an authorized representative of the District. Such waiver, consent, modification, or change if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein this agreement.

Ketchikan Gateway Borough School District (KGBSD)

By: KGBSD Special Services Director

Date

By: KGBSD Superintendent

Date

By: Contractor

Date

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Ketchikan Gateway Borough School District

By:

Date

Contractor

Date