

The Clarksville School DISTRICT, hereinafter referred to as “DISTRICT” is seeking proposals for Speech Therapy, Physical Therapy and Occupational Therapy Services for the 2022-2023 school year, July 1, 2022-June 30, 2023.

The eligible CONTRACTOR will be licensed in accordance with all the applicable current federal, state, and local laws, rules, and regulations and will provide proof of such licensure by submitting a Letter of Assurance which must accompany the CONTRACTOR’s proposal.

All therapy services will be provided by a certified therapist in good standing with their appropriate licensure or certification requirements. All therapists who will serve students in the Clarksville School DISTRICT must have a copy of the current therapy license on file with the Special Education Director.

CONTRACTOR will notify DISTRICT immediately if any therapist has been or there is any threat of disbarment or suspension for wrongdoing or being excluded from participation in any federally funded health care program, including Medicaid.

All therapists who will serve students in the Clarksville School DISTRICT must have a current (within 1 year) State and FBI background check AND DHS Maltreatment on file with the DISTRICT. These can be performed by the DISTRICT with the cost to be paid by the CONTRACTOR.

The DISTRICT will provide a completed plan, proper releases, and other documentation necessary for the CONTRACTOR to fully understand and comply with the designated services for each student.

The DISTRICT agrees to provide the space and testing materials for the rendering of services to students at no charge to the CONTRACTOR.

The CONTRACTOR will provide services and staff, if required, to implement the plan for students within the boundaries of the DISTRICT, as mutually agreed upon in writing.

If the contractor is unable to provide services according to each student plan, the DISTRICT may work with other contractors to provide services.

The CONTRACTOR shall produce all required documentation including, but not limited to, written reports, progress notes, annual summaries, or other written documentation. Evaluation reports will be provided within 10 days of completed evaluation; if warranted, documentation of contact or attempted contact with family, including method of contact, date, and time of contact, and brief description of interaction or lack thereof.

In addition to actual therapy hours, the CONTRACTOR will attend evaluation conferences and complete the required documentation for billing.

The CONTRACTOR will maintain each student file in accordance with federal, state, and local laws.

The CONTRACTOR will schedule students with the assistance of the SLP, Special Ed Director and Principal.

CONTRACTOR will provide services for students outside the normal school year when participating in Extended School Year Services (ESY). All contract terms and conditions will apply to ESY.

CONTRACTOR acknowledges that the district employs licensed speech therapists and that any speech services requested from CONTRACTOR are for students in excess of what the employed therapists can provide. The number of students seen by CONTRACTOR could increase or decrease based on employed therapist caseload.

COMPENSATION AND PAYMENT

The CONTRACTOR shall provide the billing summary to include documentation of dates, times, progress notes and services rendered no later than the 10th of the next calendar month in a format as requested by the DISTRICT.

The DISTRICT will pay CONTRACTOR upon receipt of properly completed invoices which shall be submitted to the Special Education Director and Business Manager. Payment shall be considered timely if made by the DISTRICT within 30 days after receipt of properly completed invoices. Payment shall be mailed to the address designated by the CONTRACTOR OR submitted via ACH.

No payment in advance or in anticipation of services or supplies to be provided under this contract shall be made by the DISTRICT.

Any revisions of therapy notes, reports and/or invoices needed based on review of progress, reports, and/or invoices from the Special Ed Director must be completed and approved by the director before invoices are paid for services.

The CONTRACTOR will be responsible for billing Medicaid, private insurance, or any other appropriate funding source for billable services. The CONTRACTOR will not bill or collect from students and their parents/guardians. PASSE students will be billed to Medicaid by the Contractor. This billing shall be separate from any other Medicaid billing for the district. The DISTRICT shall have access to all electronic documents regarding students served.

CONTRACTOR CHARGES FOR SERVICES**Evaluations per hour (2 units)**

Physical Therapy \$ _____ Occupational Therapy \$ _____

Speech Therapy \$ _____

Individual sessions provided by a licensed therapist per hour (4 units)

Physical Therapy \$ _____ Occupational Therapy \$ _____

Speech Therapy \$ _____

Individual sessions provided by a therapy assistant per hour (4 units)

Physical Therapy \$ _____ Occupational Therapy \$ _____

Speech Therapy \$ _____

Group therapy per hour (4 units). **Group therapy will be limited to no more than three (3) students per session.**

Physical Therapy \$_____ Occupational Therapy \$_____

Speech Therapy \$_____

Teletherapy sessions provided by a licensed therapist will be billed per hour (4 units). **TELETHERAPY WILL NOT BE PAID BY DISTRICT WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE SPECIAL EDUCATION DIRECTOR IN RARE/VERY LIMITED SITUATIONS.**

Physical Therapy \$_____ Occupational Therapy \$_____

Speech Therapy \$_____

Paperwork Time (measured in hours). **Paperwork time compensation is limited to no more than one (1) hour per student per school year.**

Physical Therapy \$_____ Occupational Therapy \$_____

Speech Therapy \$_____

Contractor shall not bill DISTRICT for any services that were not provided. There will be no compensation for mileage.

Audit

The CONTRACTOR will provide all Medicaid Audit services. CONTRACTOR will be responsible for any Medicaid recoupments that are assessed as a result of lack of timely response or other actions required by Audit.

Termination of Contract

The DISTRICT may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of the contract. The CONTRACTOR may, in its sole discretion, terminate the contract with a 60-calendar day notice as to allow the DISTRICT to establish other services for the students.

Liability/Malpractice Insurance

The CONTRACTOR shall be responsible for liability insurance coverage, as is required for all public schools. CONTRACTOR will also be responsible for malpractice insurance. The intent of this clause is to protect the DISTRICT should there be any claims, suits, actions, costs, damages, or expenses arising from any negligent or intentional act or omission of the CONTRACTOR while performing under the terms of this contract.

Assurances

DISTRICT and the CONTRACTOR agree that all activity pursuant to the contract will be in accordance with all applicable current federal, state, and local laws, rules, and regulations.

HIPPA

The DISTRICT will provide the CONTRACTOR with a secure location that is HIPPA compliant to store working charts on the clients that are currently serviced at the school DISTRICT to maintain client/patient confidentiality.

FAMILY EDUCATIONAL RIGHTS and PRIVACY ACT (FERPA)

Family Educational Rights and Privacy Act (FERPA) provide specific protections for student education records. In situations where confidential student data is hosted or accessed by a Service Provider, the contract with the Service Provider must acknowledge and address FERPA protections and obligations.

1. The CONTRACTOR acknowledges that certain information about the Institution's students is contained in records; maintained by the DISTRICT and that this information can be confidential by reason of the Family and Educational Rights and Privacy Act of 1974 (20 U.S. C. 1232g) and related Institution policies unless valid consent is obtained from the DISTRICT's students or their legal guardians. Both parties agree to protect these records in accordance with FERPA and Institution policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. The DISTRICT shall advise CONTRACTOR whenever any parent/guardian have provided consent to release information to an extent broader than as provided for by FERPA or DISTRICT policy.

2. CONTRACTOR agrees that it may create, receive from or on behalf of DISTRICT, or have access to, records or record systems that are subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g (collectively, the "FERPA Records"). CONTRACTOR represents, warrants, and agrees that it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by Institution in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which the CONTRACTOR protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Agreement.

CONFIDENTIALITY

The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, investors, legal counsels or financial advisors regarding the transaction

contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

ENTIRE AGREEMENT

This Work Contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Work Contract shall be deemed to exist or to bind any of the parties hereto.

APPROVAL

This contract shall be subject to the written approval of the DISTRICT'S authorized representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT is executed by the person signing below who warrant that they have the authority to execute the Work Contract.

CONTRACTOR Printed Name

Signature/Title

Date

SUPERINTENDENT
Printed Name

Signature

Date

SPECIAL EDUCATION DIRECTOR
Printed Name

Signature

Date