

**CONTRACT FOR SERVICES**  
**between**  
**Suwannee County School Board**  
**and**  
**Allied Instructional Services**

THIS AGREEMENT is made and entered into on 04/25/2023, by and between Allied Instructional Services, LLC, a Virginia company with an address at P.O. Box 2214, Ashland, VA 23005 ("AIS"), and Suwannee County School Board, with an address at 1740 Ohio Avenue South, Live Oak, FL, 32064 ("District").

1. **Integration:** This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral. If any provision of the contract documents conflicts with another provision, this agreement shall govern.
2. **Term:** This contract shall be effective on July 1, 2023 and shall continue in full force until June 30, 2024.
3. **Services to be Provided:** District hereby engages AIS for the provision of the services described in this agreement Addendums A - D and AIS agrees to arrange for said services to be provided for District. AIS acknowledges that it is possessed of that degree of care, learning, skill, and ability which is ordinarily possessed by similar businesses and further represents that in the performance of its duties herein set forth it will exercise such degree of care, learning, skill, and ability as is ordinarily employed by AIS under similar conditions and like circumstances and shall perform such duties without neglect. Any equipment, supplies, or materials used in the performance of this contract shall be provided by District except as otherwise agreed by the parties.

District shall pay AIS as described in Addendums A - D within thirty (30) days of receipt of invoice from AIS. If any fees due hereunder are not paid when due, interest shall accrue on the amount not paid when due at rate of one and one-half percent (1 ½ %) per month until paid.

AIS covenants and agrees that it shall take one of the two following actions within seven (7) days after receipt of any amounts paid to AIS by the District for work performed by a subcontractor under the Agreement:

- a) pay any contractor for its proportionate share of the total payment received from the District attributable to the work under the Agreement performed by such subcontractor, or
- b) notify the District and the contractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefore.

AIS agrees to provide its federal employer identification number or social security number, as applicable, as a condition precedent to the District being required to make any payment to AIS under the Agreement.

AIS agrees to pay interest at the legal rate or such other rate as may be agreed to in writing by the contractor and AIS on all amounts owed by AIS that remain unpaid after seven (7) days following receipt by AIS of payment from the District for work performed by the contractor in furtherance of AIS meeting its obligations to the District, except for amounts withheld pursuant

to the provisions above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

4. AIS will provide contractors to provide services at school's premise(s) under District's supervision. AIS retains the sole right to select contractors to provide services, but AIS agrees all contractors providing services shall be pre-approved by District for the assigned services. AIS recognizes that contractors who are assigned to provide services may have access to certain information of District and students which may be proprietary and confidential. AIS and contractors will treat this information as confidential and agree not to disclose it to any third person in accordance with applicable law.

AIS acknowledges the District's request that, for HIPPA compliance and security reasons and to promote continuity of communication and services, AIS minimize the number of individual contractors provided to meet the needs of the District.

School District will allow reasonable time for completion of work outside of IEP service delivery time.

It is understood that it is the responsibility of the District to notify AIS in a timely manner of any requests for meeting attendance, or completion of evaluations, assessments, or reports, in order to allow a reasonable amount of time for completion and scheduling.

Contractors placed by AIS will complete paperwork necessary for the District to submit for Medicaid reimbursement. AIS is not enrolled as a LEA Medicaid provider so claims for reimbursement must be submitted by the District. District must communicate Medicaid documentation requirements in a clear and timely manner to the contractor providing the services to the student.

5. **Discounts:** AIS agrees to waive portal charges when a contractor is contracted to District for 35 or more hours of work within the school District in one week.
6. **Fees:** District agrees to reimburse AIS for canes issued to student(s) by AIS when necessary for instructional purposes at a rate of \$45.00 per cane.
7. **Replacement Fee:** Should District opt to offer employment to, hire directly or indirectly or otherwise contract with (1) a contractor placed by AIS to provide services to the District under this agreement, (2) any other potential contractor contacted by AIS and identified to the District, or (3) a previous contractor placed by AIS in the 12 months preceding such offer, District agrees to pay AIS an additional amount equal to twenty percent (20%) of the first year salary (excluding bonus, vacation, health and employee welfare benefits) to be paid by District to such hired contractor.
8. **Cooperative Purchasing:** To the extent permitted under the Virginia Public Procurement Act, the terms and conditions of this agreement may be extended to any other school District or other entity to permit those other entities to contract with AIS for the goods or services set forth in this agreement, subject to the mutual agreement of AIS and the other entity, which may include different payment terms.
9. **Intellectual Property:** Except as provided herein, all rights and ownership of Services Related Intellectual Property and tangible materials produced under or as a result of this contract are the property of AIS. AIS reserves all rights, including without limitations, the copyright of tangible materials produced and/or provided in connection with the provision of services under this contract. "Services Related Intellectual Property" means any inventions,



discoveries, processes, formulas, data, techniques, know-how, computer programs and other intellectual property along with improvements and enhancements thereto, whether or not patentable, formulae, trademarks, related documentation and all other forms of copyrightable or patentable subject matter, which AIS conceives, develops, or makes in connection with providing services under this agreement, but does not include any Preexisting Intellectual Property and any property owned by District and provided by District to AIS or contractors placed by AIS for performance of services, title to which shall remain in District and which shall be used only in the performance of this agreement unless otherwise authorized in writing by District. "Preexisting Intellectual Property" means any inventions, discoveries, processes, formulas, data, techniques, know-how, computer programs and other intellectual property along with improvements and enhancements thereto, whether or not patentable, formulae, trademarks, related documentation and all other forms of copyrightable or patentable subject matter, which District has conceived, developed, or made prior to the date of this agreement or otherwise not produced in connection with services to be provided under this agreement.

This agreement is for use by the District only and may not be duplicated, distributed, or verbally communicated without the written permission of AIS.

**10. Termination:** Each party has the right to terminate this agreement if the other party is in default of agreement hereunder which default is incapable of cure or which, being capable of cure, has not been cured within fifteen (15) days after receipt of written notice of such default (or such additional cure period as the non-defaulting party may authorize). Either party also may terminate this agreement upon thirty (30) days' written notice to the other party or upon mutual agreement by both parties. Upon termination of this agreement for any reason, District shall pay all amounts due for the services and hours worked under the agreement.

**11. Indemnification:** District shall be liable for any claims, liabilities, damages, losses, judgments, charges, expenses (including reasonable attorney fees) and/or causes of action incurred by AIS or any of its agents or contractors placed by AIS resulting from any wrongful, negligent, or tortious act of District or any of its employees, agents, representatives or students, or any breach of this agreement by District only to the extent allowable by Florida law, as District does not wave its sovereign immunity. AIS agrees to indemnify, hold harmless and defend District, its officers, agents, and employees from any and against all claims, liabilities, damages, losses, judgments, charges, expenses (including reasonable attorney fees) and/or causes of action resulting from any breach of this agreement by AIS and any negligence or intentional misconduct by AIS for which the District, its agents, servants, or employees are alleged to be liable.

The parties acknowledge that AIS' total liability under this agreement shall not exceed the total payments made to it by the District. This paragraph represents the entire agreement between the parties regarding indemnification and supersedes / replaces any other references to indemnification in contract documents.

**12. Assignment:** District shall not assign or transfer any interest in this agreement without the prior written consent of AIS, which consent shall not be unreasonably withheld, delayed, or conditioned. AIS may subcontract for the provision of services under this agreement and may assign this agreement in connection with any merger, sale, or transfer of all or substantially all of the assets or stock of AIS. No modification of this agreement shall be binding upon the parties hereto, unless consented to in writing, and signed by both parties.

**13. Notices:** Any notice required to be given to a party hereunder shall be deemed given on the third (3rd) business day following the mailing of any such notice, postage paid, to the address set out herein for such party.

**14. No Authority to Bind District:** AIS has no authority to enter into contracts or agreements on behalf of District. This Agreement does not create a partnership between the parties.

**15. General:** No amendment, change, modification, or waiver of any term of this agreement shall be valid unless it is in writing and signed by both the District and AIS. This agreement shall be binding upon the successors and permitted assigns of the District and AIS. This agreement shall be construed according to the laws of Florida, exclusive of its conflicts of law provisions. Any dispute, claim or action under this agreement shall be brought exclusively in the appropriate state or federal court located in or for Suwannee County, Florida, and the parties irrevocably consent to the personal jurisdiction of such courts for resolution of any such dispute, action, or claim. All provisions of this agreement shall be considered severable and each enforceable provision shall remain in effect and binding upon the parties hereto regardless of any finding by any judicial, administrative, or legislative body that other provisions of this agreement are invalid or unenforceable. This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**16. Confidentiality:** AIS and its agents and employees will keep all information related to the District's students confidential and will not disclose such information to third parties for any purpose without the prior written approval of the District. AIS will return all copies of such student confidential information to the District upon termination of this Agreement. AIS further agrees to cause any contractor placed with the District to execute an agreement containing substantially similar confidentiality obligations.

**17. Personnel**

a. All of the Services herein shall be performed by AIS or under its supervision, and all personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under applicable state and local law to perform such Services.

b. Jessica Lunsford Act (Background Check).

i. AIS shall comply with the Jessica Lunsford Act, effective September 1, 2005, as same may be amended from time to time and with all requirements of Sections 1012.32 and 1012.465, F.S.

ii. Except as provided in Sections 1012.467 or 1012.468, F.S., and consistent with District policy, all of AIS' personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and District. This background screening will be conducted by District in advance of AIS or its personnel providing any Services under the conditions described in the previous sentence.

iii. AIS shall bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to AIS and its personnel.

iv. The Parties agree that the failure of AIS to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling the



District to terminate immediately with no further responsibilities or duties to perform under this Agreement. AIS agrees to indemnify and hold harmless the School District, its officers, and employees from any liability in the form of physical or mental injury, death, or property damage resulting from AIS' failure to comply with requirements of this section or with Sections 1012.32 and 1012.465, F.S.

- 18. FERPA:** To the extent Services provided hereunder pertain to the access to student information, AIS shall adhere to all standards included in Sections 1002.22 and 1002.221, F.S. (the Protection of Pupil Privacy Acts), 20 U.S.C. §1232g - the Family Educational Rights and Privacy Act (FERPA), the federal regulations issued pursuant thereto (34 CFR Part 99), and/or any other applicable state or federal law or regulation regarding the confidentiality of student information and records. Further, AIS, and its officers, employees, agents, and representatives, shall fully indemnify and hold the District harmless for any violation of this provision including, but not limited to, defending the District and its officers, employees, agents, and representatives against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the District, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the District arising out of the breach of this provision by AIS, its officers, employees, agents, or representatives, to the extent that the AIS, or its officers, employees, agents, or representatives, shall either intentionally or negligently violate this provision, Sections 1002.22 and 1002.221, F.S., or other applicable state, local, or federal laws, rules, or regulations. This provision shall survive the termination of or completion of all performance obligations under this Agreement and shall remain fully binding upon AIS. A separate Non-Disclosure Agreement may be required.

**19. Public Records**

- a. **IF AIS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AIS MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, LORIE NORRIS, RISK MANAGER AT 386-647-4608, [LORIE.NORRIS@SUWANNEE.K12.FL.US](mailto:LORIE.NORRIS@SUWANNEE.K12.FL.US), OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.**
- b. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, F.S., which generally makes public all records or other writings made by or received by the Parties. AIS acknowledges its legal obligation to comply with Section 119.0701, F.S. AIS shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, which would be required to be kept and maintained by the District in order to perform the scope of services. AIS shall comply with all requirements for retaining public records and shall transfer, at no cost to the District, all public records in the possession of AIS upon a request for such public records. See Section 119.0701(2)(b)4, F.S., for additional record keeping requirements.
- c. A request to inspect or copy public records relating to the District's contract for services must be made directly to the District's Custodian of Public Records. If the District does not possess the requested records, the District's Custodian of Public Records shall immediately notify AIS of the request. AIS must provide a copy of the records to the District or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. If AIS does not timely comply with the District's request for records, the District shall be

able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

- d. Should AIS fail to provide the requested public records to the District within a reasonable time, AIS understands and acknowledges that it may be subject to penalties under Sections 119.0701(3)(c) and 119.10, F.S.
- e. AIS shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of this Agreement term and following the completion, expiration, or termination of same if AIS does not transfer the records to the District. Upon completion, expiration, or termination of this Agreement, AIS shall transfer, at no cost to the District, all public records in its possession or keep and maintain public records required by the District to perform the services. If AIS transfers all public records to the District, AIS shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If AIS keeps and maintains public records upon completion, expiration, or termination of this Agreement, AIS shall meet all applicable requirements for retaining public records and provide requested records to the District pursuant to the requirements of this Article. All public records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

**20. E-Verify.** Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
  - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
  - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
  - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).



**Signatures:** In agreement with the terms and condition of this agreement, we have affixed our signatures as indicated below. This agreement shall be considered by both parties as legal and binding.

**AIS**

Mary Hall / 4-28-2023  
Mary Hall, Vice President of Operations      Date  
Allied Instructional Services, LLC

**Suwannee County School Board**

Ted L. Roush / APR 25 2023  
Administrator Signature      Date

Ted L. Roush, Superintendent of Schools

Administrator's Name/Title

Allied Instructional Services, LLC  
PO Box 2214  
Ashland, VA 23005  
Phone: 804-368-8475  
Fax: 804-368-8467

Greg Taylor  
Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency  
BY Leonard J. Dietzen, III  
Rumberger, Kirk & Caldwell, P.A.  
Suwannee School Board Attorney"

**Addendum A – Vision, O&M, DHH, PT, OT, SLP and AT Services**

Service Name	Service Provider Description
Vision Services	Certified Teacher endorsed in Blindness and Visual Impairments
Orientation and Mobility Instruction	Professionally Trained Orientation and Mobility Instructor, who holds or is qualified to sit for NOMC or COMS certification
Deaf and Hard of Hearing Services	Certified Teacher endorsed in Deaf and Hard of Hearing knowledgeable in ASL and cochlear implants
Physical Therapist	Licensed Physical Therapist
Occupational Therapist	Licensed Occupational Therapist
Assistive Technology Assessment and Consulting	Certified itinerant teacher or licensed therapist and/or with a certificate in Assistive Technology
Vision Specific Technology Assessments	CATIS Certified
Evaluations	Certified itinerant teacher, licensed therapist, and/or certified evaluator
Speech and Language Pathologist	Licensed by the Board of Audiology and Speech Language Pathology; Certified ASHA
Braille Transcription	Material adaptation by certified Braille Transcriptionist

**Scope of Services:**

The services may include but are not limited to:

- Direct or consultative services as governed by student's Individualized Education Programs (I.E.P.s.)
- Assessing students using appropriate instrument of educational measurement
- Obtaining appropriate materials, technology, and equipment to meet educational needs of each student.
- Obtaining needed resources that will help to meet the educational needs for each student.
- Maintaining up to date and accurate documentation of educational progress on each student
- Writing, revising, and updating I.E.P.s in accordance with District policies and procedures but not to act as sole case manager for any student (local school District to appoint in-school case manager)
- Making efforts to attend I.E.P. and/or eligibility meetings.
- Conferring with parents/guardians, medical personnel, teachers, and other school personnel as necessary
- Adhering to pertinent laws, regulations, and policies as they relate to the assignment.

**Payments:** AIS acknowledges that District requires billing for services provided to be per hour, and District agrees that the rate of reimbursement for the service/s provided will be that of \$72.00 an hour portal to portal, to include in-District, virtual or a hybrid of the two. The fee for work completed for remote office hours as necessary for the implementation of services (report writing, materials preparation, etc.) and braille transcription will be that of \$55.00 an hour. Notice of need to cancel, i.e., student illness/absentee, must be made at least 3 hours in advance of scheduled service or regular daily charge will apply.



**Addendum B – Psychological Services****Scope of Services:**

The services may include but are not limited to:

- Develop and integrate school-wide programming to promote social–emotional and mental wellness for all students based on the needs of the school community.
- Deliver professional development to school staff and families on a range of topics, such as trauma informed practices, mental health first aid, crisis prevention, suicide prevention, effective discipline, and behavior management.
- Help schools conduct comprehensive needs assessments to develop strategies to address attendance, poverty, trauma, violence, and other barriers to learning.
- Enhance coordination and alignment of efforts to improve school safety, including crisis prevention, intervention, and response.
- Design, implement, and evaluate a comprehensive range of interventions for students at risk for academic, social–emotional, or mental and behavioral health concerns.
- Provide mental and behavioral health services for individual students and groups of students, including the delivery of individual and small group counseling and direct instruction in social skills.
- Support school-wide efforts to facilitate student progress toward measurable goals through data collection, progress monitoring, and data interpretation.
- Support divisions and school leadership teams by effectively integrating and interpreting of multiple data sources to aid in decision making.
- Conduct culturally competent psychoeducational evaluations to assess abilities, skills, and social/emotional functioning of students suspected of having a disability.
- Conduct functional behavioral assessments and assist in the development of behavior plans.
- Work collaboratively with teachers in delivering effective differentiation strategies for students with diverse needs.
- Collaborate with teachers and school leaders to implement universal, targeted, and intensive academic and behavioral support programs using evidence-based practices.
- Facilitate collaboration and coordination between school and community providers to ensure access to wraparound supports for students with the most significant needs.
- Some services may be completed by an Educational Diagnostician:
  - Conduct educational evaluations to assess educational achievement of students suspected of having a disability.
  - Make recommendations for interventions strategies for struggling learners
  - Consult with division staff regarding best practices for instruction of students with disabilities
  - Maintain strict confidentiality regarding student health and academic records
  - Establish and maintain professional and collaborative relationships with educational staff, parents, students, and community members and functions as an effective member of the educational team.
  - Make efforts to attend individual student meetings regarding child study, IEP meetings, triennial reviews, etc., and provide input regarding the individual needs of the student.

**Payments:** AIS acknowledges that District requires billing for services provided to be per hour, and District agrees that the rate of reimbursement for the service/s provided will be that of \$95.00 an hour portal to portal, to include in-District, virtual or a hybrid of the two. Notice of need to cancel, i.e., student illness/absentee, must be made at least 3 hours in advance of scheduled service or regular daily charge will apply.

**Addendum C – Interpreting Services**

The services rendered by Allied Instructional Services will be that of Deaf/Hard of Hearing Services (Interpreter Services) provided by a State Qualified Interpreter.

The services may include but are not limited to:

- Adhere to educational programming as governed by the student's Individualized Education Program (IEP)
- Assess the sign communication needs of the student and provide direct interpreting services to students who are deaf/hard of hearing in an effective and appropriate manner and in the target mode established by the student
- Establish and maintain professional and collaborative relationships with educational staff, parents, students, and community members and function as an effective member of the educational team
- Demonstrate professional judgment in all assignments and exhibit comprehensive and functional knowledge of the RID Code of Ethics/Professional Code of Conduct
- Maintain a professional appearance and demonstrate behavior that is conducive to a professional setting
- Collaborate with team members to ensure that appropriate equipment and technology are functional and available to support the needs of the student (assistive hearing devices, closed captioning, etc.)
- Maintain effective communication with all key members of the educational team in order to support the communication needs of the student
- Make efforts to attend individual student meetings regarding child study, IEP meetings, triennial reviews, etc. and provide input regarding the individual communication needs of the student
- Obtain/Maintain credentials in accordance with state regulations and provide verification of credentials as required
- Adhering to pertinent laws, regulations, and policies as they relate to the assignment.

**Payments:** AIS acknowledges that District requires billing for services provided to be per hour, and District agrees that the rate of reimbursement for the service/s provided will be that of \$60.00 an hour portal to portal, to include in-District, virtual or a hybrid of the two. Notice of need to cancel, i.e., student illness/absentee, must be made at least 3 hours in advance of scheduled service or regular daily charge will apply.



**Addendum D – Speech Language Pathology Assistants****Scope of Services:**

The services rendered by Allied Instructional Services will be that of a speech language pathologist assistant. The services may include but are not limited to:

- Self-identify as SLPAs to families, students, patients, clients, staff, and others. This may be done verbally, in writing, and/or with titles on name badges.
- Exhibiting compliance with federal, state, and local regulations including: The Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy Act (FERPA); reimbursement requirements; and state statutes and rules regarding SLPA education, training, and scope of practice. (ASHA SLPA Scope of Practice)
- Assist the SLP with speech, language, and hearing screenings without clinical interpretation.
- Assist the SLP during assessment of students, patients, and clients exclusive of administration and/or interpretation.
- Assist the SLP with bilingual translation, if bilingual, during screening and assessment activities exclusive of interpretation; refer to Issues in Ethics: Cultural and Linguistic Competence (ASHA 2017).
- Follow documented treatment plans or protocols developed by the supervising SLP.
- Document student, patient, and client performance (e.g., tallying data for the SLP to use; preparing charts, records, and graphs) and report this information to the supervising SLP.
- Program and provide instruction in the use of augmentative and alternative communication devices.
- Demonstrate or share information with patients, families, and staff regarding feeding strategies developed and directed by the SLP.
- Assist with clerical duties and site operations (e.g., scheduling, recordkeeping, filing, locating documents required by the SLP)
- Perform activities for each session that are routine and do not require professional judgment, in accordance with a plan developed and directed by the speech-language pathologist who retains the professional responsibility for the client.

**Payments:** AIS acknowledges that Division requires billing for services provided to be per hour, and Division agrees that the rate of reimbursement for the above service/s provided will be that of \$55.00 an hour portal to portal, to include in-division, virtual or a hybrid of the two. The fee for work completed for remote office hours as necessary for the implementation of services (report writing, materials preparation, etc.) will be that of \$40.00 an hour.