

AUDIOLOGY SERVICES CONTRACT

This **AUDIOLOGY SERVICES CONTRACT** (the “**Agreement**”) is made and entered into as of August 1, 2026 (the “**Effective Date**”) by and between St. Croix Preparatory Academy, a Minnesota nonprofit corporation (“**SCPA**”), and Sentient Healthcare, Inc., a Minnesota corporation (“**SHC**”) (individually, a “**Party**” and collectively, the “**Parties**”).

RECITALS

- A. SHC is in the business of providing educational audiology services;
- B. SCPA desires to contract with SHC for the provision of educational audiology services; and
- C. SHC and SCPA desire to enter into this Agreement to delineate the terms and conditions under which SHC will provide certain educational audiology services to SCPA.

NOW THEREFORE, in consideration of the promises, the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. Services to be Provided.

- a. SHC, through its employed for contracted staff (the “**SHC Staff**”), shall provide the following educational audiology services (the “**Services**”) to SCPA:
 - i. Review student records, including special educational records, to evaluate student needs for audiology and deaf/hard of hearing services.
 - ii. Recommend assessment tools, protocol, and action needed to assist student needs in the area of deaf/hard of hearing services.
 - iii. Recommend interventions, accommodations, and resources to provide service for students who qualify for deaf/hard of hearing services.
 - iv. Attend special education meetings when information about audiology is to be communicated to SCPA staff and parents.
 - v. Consult with special education staff regarding special education services, interventions, and resources for students who qualify for services in the area of deaf/hard of hearing.
 - vi. Consult with special education and regular education staff regarding special services, interventions, and resources for students who qualify for deaf/hard of hearing services.

- b. SHC agrees that the Services will be provided without regard to race, creed, color, gender, religion, disability or national origin.

2. **Compensation.**

- a. SCPA shall compensate SHC for the provision of Services according to the following schedule:

- i. On-Site Services (direct or indirect)

- (1) Hourly Rate: \$135 / hour
 - (2) Billing increments: 15 minutes

- ii. Off-site Services (report-writing, research, communication with school, other service providers, family, or labs)

- (1) Hourly rate: \$135 / hour
 - (2) Billing increments: 15 minutes

- iii. Travel

- (1) All travel shall be billed at the hourly rate specified in Section 2.a.i.
 - (2) Travel time shall be billed round trip from SHC offices, 929 Old Highway 8 NW, Suite 200, New Brighton, MN 55112, to the location Services are provided.
 - (3) If the SHC Staff originates from another facility closer than the SHC offices, time from that facility will be billed.
 - (4) If the SHC Staff visits another facility after SCPA, the other facility will be responsible for travel time to their facility, up to the distance between the other facility and SHC offices. If the other facility is closer than SCPA, then SCPA will be responsible for the difference in travel time.

- b. The SHC Staff shall maintain time and travel records for all Services billed to SCPA.

- c. The Services provided shall be limited to those necessary to support documented special education plans and shall be requested or approved by SCPA.

- d. The Services will be billed once monthly for all activities performed each calendar month and mailed to SCPA by the 10th day of the following month. SCPA shall pay SHC all billed compensation within 30 days of SHC's submission of monthly bill.

- e. Maximum compensation for Services included in this Agreement is two thousand five hundred dollars (\$2,500) ("**Maximum Compensation**"). If billed Services exceeds the Maximum Compensation without prior written consent from both Parties, SHC acknowledges that SHC has performed such Services at its own risk and expense.

3. SHC Staff Qualifications. SHC shall ensure that each member of the SHC Staff providing Services pursuant to this Agreement will:

- a. Hold any necessary licenses or certifications required to perform Services at SCPA and provide a copy of licensure to SCPA upon request.
- b. Maintain liability insurance in accordance with applicable state laws as required to perform the Services and provide a copy of such insurance to SCPA upon request.
- c. Limit provision of Services to those which the SHC Staff is qualified to render and are allowed under state law, whether by scope of practice defined by licensure or other qualification or limitation provided by specialized training or expertise.
- d. Sign-in whenever on site to provide Services.
- e. Respect and adhere to all SCPA policies and codes of conduct.
- f. Submit accurate records and documents for computation of charges for all Services described in this Agreement or otherwise requested by SCPA. These shall include date of Services, description of Services, initials or other identifier of student(s) served, and total number of hours.
- g. Ensure that all student information generated as part of services provided for SCPA will be submitted to SCPA and become part of the student's file.
- h. Maintain effective communication and cooperative working relationships with staff and parents of SCPA.
- i. Complete assigned responsibilities within a timeframe required by applicable federal or state regulations.
- j. Complete all responsibilities in compliance with applicable federal and state regulations and professional standards.

4. SCPA's Responsibility to SHC Staff. SCPA shall ensure that the following will be provided to SHC Staff:

- a. Appropriate facilities so as to allow SHC Staff to provide necessary and/or requested Services.
- b. Documentation and other information that is required for SHC Staff to complete requested tasks and responsibilities, as described above in Section 3, in an efficient and timely manner.
- c. Timely communication of assessment dates meeting dates, and other requirements which are necessary for the SHC Staff to complete requested tasks.

5. Access & Storage of Confidential Information.

- a. SHC its officers and employees acknowledge that most information received from SCPA is confidential in nature and protected from unauthorized disclosure by federal and state laws. SHC agrees to maintain confidentiality of data and records provided by SCPA.
- b. SHC agrees to store electronic and hard copies of information in accordance with applicable federal and state laws, including the Minnesota Government Data Practices Act, MN Statutes Chapter 13.
- c. Any student information held or maintained by SHC shall be remitted to SCPA upon request or termination of this contract.

6. Assignment.

- a. Neither Party shall assign any of its rights or duties under this Agreement without the prior written consent of the other Party.

7. No Employment Relationship.

- a. The Parties acknowledge and agree that no SHC Staff who is providing direct or support services for SHC is an employee of SCPA.
- b. No SHC Staff providing Services to SCPA is eligible for worker's compensation, unemployment compensation, medical insurance, life insurance, paid vacations or paid holidays from SCPA.

8. Term of Agreement.

- a. This Agreement shall begin on the Effective Date and shall continue in full force and effect until 7/31/2027, unless otherwise terminated on an earlier date.

9. Termination.

- a. Either Party may voluntarily terminate this Agreement without cause by giving the other Party written notice at least 60 days before the effective day of termination as set forth in the notice.
- b. Either Party may terminate this Agreement immediately upon providing written notice to the other party if the other party materially violates the terms of this Agreement.

10. **Indemnification.** Each Party agrees to indemnify and hold harmless the other Party from any and all liability, loss, claims, fines, actions, judgments, cost or expenses, arising by reason of the indemnifying Party's acts or omissions in the course of its performance of its obligations under this Agreement.
11. **Entire Agreement.** This is the entire Agreement of the Parties and any amendment to this agreement shall be in writing, signed by both Parties.
12. **Severability.** If any portion of this Agreement is found unenforceable, the rest of this Agreement will nevertheless remain in full force and effect.
13. **Choice of Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

[Remainder of this Page Left Blank]

IN WITNESS WHEREOF, SHC and SCPA have caused this Agreement to be signed and delivered by their duly authorized representatives, as of the date shown below, to be bound as of the Effective Date set forth on the first page of this Agreement.

By: 
President / CEO
Sentient Healthcare, Inc.

Dated: 03/30/2026

By: Jennifer Fuchs
[Jennifer Fuchs \(Mar 30, 2026 12:28:38 CDT\)](#)
Authorized Signer
St. Croix Preparatory Academy
7729 161st Avenue NW
Ramsey, MN 55303

Dated: 03/30/2026