

## CONTRACTUAL AGREEMENT

This agreement, made and entered into the 1st day of July 2025, by and between the Paintsville Independent Schools District, hereinafter referred to as "PISD," and KENDALL EPPERSON, hereinafter referred to as "CONTRACTUAL CONSULTANT."

The effective date for service to begin is July 1, 2025. Contract expires on June 29, 2026.

The CONTRACTUAL COSULTANT hereby agrees to provide evaluation, consultation, and therapy services to the Paintsville Independent Schools. There will be no reimbursement for travel.

Financial consideration for the cost of performance of this agreement will be as follows:

Psychological Report (including IQ scores provided by contractual consultant) delivered within 10 school days once all information needed to write report is provided.	\$400.00
Consultation during ARC meeting	\$60/hr.
Formal interview with parents/teacher	\$60/hr.
Testimony to hearing officer or court	\$300/hr.
<b>Psychological Report needed before 10 school days once all information provided</b>	<b>\$500.00</b>

Evaluation, consultation, and therapy services will be in compliance with Kentucky Administrative Regulations and the Individuals with Disabilities Education Act (IDEA) certifying children and youth with disabilities.

The Director of Special Education will be the initiator of all request for evaluations from the CONTRACTUAL CONSULTANT.

Typed evaluation reports must be submitted to PISD within (10) school days after testing and all information needed for report is provided.

The CONTRACTUAL CONSULTANT will not take original educational records of children and youth from the participating local school districts.

Testing kits and protocols will be supplied by the CONTRACTUAL CONSULTANT. Used protocols are regarded as property of the CONTRACTUAL CONSULTANT.

The CONTRACTUAL CONSULTANT will secure and maintain professional liability insurance throughout the term of this agreement and provide evidence of insurance to PISD before performing services. The CONTRACTUAL CONSULTANT will give written notice to PISD within twenty-four (24) hours if the insurance coverage required by this paragraph expires or is otherwise terminated.

The CONTRACTUAL CONSULTANT represents that all employees of the CONTRACTUAL CONSULTANT providing evaluation, consultation, and therapy services pursuant to this agreement are licensed by the State of Kentucky. The CONTRACTUAL CONSULTANT will provide PISD with evidence of licensure of all employees before services are performed by the employee. The CONTRACTUAL CONSULTANT will give PISD written notice within twenty-four (24) hours if any action is taken to revoke, suspend, limit, or otherwise restrict the license of any employee providing services pursuant to this agreement.

The CONTRACTUAL CONSULTANT will submit a bill each calendar month (on day of month provided by PISD) listing the reports delivered, the date of service and the total amount due. Payment is to be made within twenty (30) calendar days thereafter.

Either party may terminate this contract upon a fifteen (15) calendar day notice. A termination notice is to be presented in written form to the other contracting party. Testing will end upon notice of termination. All evaluations, reports, and final bill must be submitted within this fifteen (15) calendar day period.

If any party deems that additional testing is needed in order to provide an appropriate evaluation, that party may request this additional assessment and therefore it may be performed according to a mutually agreed upon financial consideration.

If a participating local school district should challenge particular evaluation results, then PISD is still responsible for financial payment to the examiner. The local school district, however, will retain the right to choose how the evaluation is used, whether or not they want the same examiner to evaluate further, according to the aforementioned provision for additional testing, or whether they prefer to engage another examiner for an independent evaluation.

The CONTRACTUAL CONSULTANT will complete proper documentation for Medicaid billing. The CONTRACTUAL CONSULTANT authorizes payment to the local school districts from the Kentucky Medical Assistance Program, hereinafter referred to as KMAP, for covered services provided by the CONTRACTUAL CONSULTANT and specified by the criteria of this contract. The CONTRACTUAL CONSULTANT, personally, cannot bill the KMAP for any service that is reimbursed to the local school district as a part of this contractual agreement, and is solely and completely responsible for all documents submitted to the local school district for the purposes of KMAP reimbursement in the name of the CONTRACTUAL CONSULTANT for services provided.

In witness whereof, the parties have executed this document the day and year first written above.

Kendall Epperson  
(Licensed Psychological Practitioner)

Brian Auxier  
(Superintendent)

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(Signature of Psychological Practitioner)  
Kendall Epperson, MS, LPP  
License #114283

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(Signature of Superintendent)

Paul Baker  
(Director of Special Education)



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(Signature of Director of Special Education)