

PERSONAL SERVICE CONTRACT

COMMONWEALTH OF KENTUCKY DAWSON SPRINGS INDEPENDENT SCHOOLS

This personal service contract made and entered into this the ____ day of ____, 2014, by and between **Wellness Place, LLC** of Princeton, Kentucky, by and through Daniel K. Jones, Psy.D., sole member/owner, in accordance with the laws of Kentucky, and now in force, hereinafter called Contractor. Services provided by Contractor will be performed by a licensed/certified psychologist/psychological associate, in accordance with the laws of Kentucky.

WHEREAS, the Superintendent of the Dawson Springs Independent School District did appoint said Contractor to provide services as a clinical psychologist/psychological associate at \$ 69 per hour up to 325 hours during the FY 2014-15 school year, as needed and as requested by the Director of Special Education.

NOW, THEREFORE, THIS CONTRACT WITNESSETH:

That in consideration of the said salary to be paid in the manner and at the times prescribed by board policy, the Contractor agrees to perform in a thorough and professional manner all of the services under the direction of the Director of Special Education, and/or Superintendent of the Dawson Springs Independent School District, and further agrees to observe faithfully and enforce the rules and regulations lawfully prescribed by legally constituted school authorities in so far as such rules and regulations may be applicable to the professional.

THE PARTIES HERETO MUTUALLY AGREE:

1. The services to be performed by the contractor shall be under the authority of the local school district, and applicable to the lawful rules and regulations of the State Board for Elementary and Secondary Education, and by the lawful rules and regulations, local, state, or federal, and pertaining to the District.
2. The services to be performed under this contract shall begin on July 1, 2014 and shall be continued through June 30, 2015.
3. The Contractor shall keep such records and reports and furnish same to the District Superintendent at regular periods designated by him, state law, the lawful rules and regulations of the State Board of Elementary and Secondary Education and the lawful rules and regulations of the District.
4. Dawson Springs Independent School District agrees to obtain all necessary consent documents for each patient. Additionally, the Dawson Springs Independent School District shall complete (or facilitate completion of) all intake documents necessary for treatment/evaluation.
5. All services shall be provided at a location provided by the Dawson Springs Independent School District. The Dawson Springs Independent School District shall supply all necessary supplies and testing forms/equipment.
6. Both The Wellness Place, LLC and Dawson Springs Independent School District agree to employ all reasonable safeguards to ensure that the patient's right to confidentiality regarding services rendered by The Wellness Place/Dawson Springs Independent School District is not violated. The parties agree that except as set forth herein below, no aspect of a patient's treatment may be discussed with persons not involved professionally in the patient's treatment, except with written consent of the patient or his/her legal representative or as

required by law. In all cases guidelines set forth by the Health Insurance Portability and Accountability Act (HIPPA) will be followed.

7. Services provided by the Wellness Place, LLC include, but are not limited to, student evaluation, file preparation, consultation with teachers/staff, consultation with parents, consultation with medical providers, record review, report writing, travel, phone calls, letter writing, etc.
8. The Wellness Place agrees to provide monthly bills to Dawson Springs Independent School District and will be due for payment within 25 days of submission. The Wellness Place, LLC is permitted to stop working once payment is 45 days past due.
9. The Wellness Place will provide a minimum of 30 days written notice if unable to provide continued services. Dawson Springs Independent School District will provide a minimum of 30 days written notice to terminate this agreement.
10. The Wellness Place, LLC agrees to charge a maximum of \$520 per evaluation, regardless of the hours spent.
11. The Wellness Place, LLC will charge \$15 per quarter hour for ARC participation by telecommunication or in person.
12. The Wellness Place will bill travel at \$70 per commute to the school or \$20 per quarter hour for other travel requested by the Dawson Springs Independent School District's Director of Special Education.
13. The Wellness Place will bill requests for records to the school at a cost of \$0.25 per one-sided page after the initial one free copy of the record.
14. The Wellness Place will maintain a minimum of one full IQ test (E.g. WISC-IV; DAS) for all school-aged children, one Achievement test (E.g. Woodcock-Johnson IV - Form A), one behavioral rating scale (E.g. Conners 3), one Autism measure (E.g. GAR-3), one adaptive behavior assessment (E.g. ABAS-II), and tools necessary for measuring mood disorders.
15. Dawson Springs Independent Schools agrees to allow the Wellness Place a minimum of 10 business days after testing is completed before an evaluation is required to be released to Dawson Springs Independent Schools.
16. The Wellness Place agrees to aid the school with Tier I Behavioral/Emotional Rtl in exchange for ability to collect and own data collected on a proposed Rtl tool and selected measures. Aid with Tier I Behavioral/Emotional Rtl will be limited to up to 200 hours, as mutually agreed upon during the contract period. The school agrees to complete necessary forms for Rtl data collection. The Wellness Place agrees to provide the school with a summary of data collected in the Rtl process to utilize in school Rtl operations.
17. The Contractor shall supply documentation of appropriate licensure and other needed credentialing information of any provider serving students of Dawson Springs Independent Schools to Dawson Springs Independent Schools prior to the service provider rendering any services to the Dawson Springs Independent School District.
18. Dawson Springs Independent School shall not enter into contract services with any employee or former employee of Wellness Place, LLC until three years after an employee has terminated such employment with Wellness Place, LLC.

WITNESS the following signatures as of the day, month, and year first above written.

Dawson Springs Independent SCHOOL DISTRICT

_____, Superintendent

_____, Director of Special Education

_____, Contractor