

CONTRACT

THIS CONTRACT is entered into this 28th day of June, 2016, by and between the BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY, 701 East Main Street, Lexington, Kentucky 40502, hereinafter referred to as the Board, and Hands on Therapy (Lea Morgan and Alison Buchanan) 190 Ther Masters, Georgetown, KY 40324 hereinafter referred to as Second Party.

PARTIES:

The Board of Education of Fayette County, Kentucky, Special Education Department has established the need to Physical, Occupational, and Speech/Language Therapy for students in private schools and also provide coverage for service providers when needed and has determined that this need cannot be met by existing district staff.

Hands on Therapy provides Physical, Occupational, and speech/language therapy to students in our public or private schools and has expertise or needed products as described herein.

PURPOSE:

The purpose of this contract is to improve the availability of Physical, Occupational and Speech/Language Therapy to private school students per their service plans and provide additional coverage when needed.

NOW, THEREFORE, for and in consideration of the mutual promises set out herein, it is hereby agreed by and between the parties hereto as follows:

1. The Second Party shall provide to the Special Education Department as an independent contractor, services under the direction of The Director of Special Education.
2. The second party shall provide public school students per their IEP, and/or private school students per their service plans, location, dates and times will be scheduled between the therapist and the private/public school. \$60 per hour for Physical Therapy, \$55 per hour for Occupational Therapy, \$60 per hour for Speech/Language Therapy.
3. The Board agrees to pay the Second Party for the services/products provided in this contract the amount of \$65,000. Additional expenses to be reimbursed are \$0, with a total amount of this contract not exceeding \$ 65,000.
4. The Second Party shall provide to the Fayette County Board of Education an invoice for services rendered under this contract and any agreed upon expenses to be reimbursed. Unless otherwise stated, travel and per diem shall be reimbursed based upon the district's current travel policies.
5. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
6. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.

7. The staff providing services to the Board herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the Board.

8. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.

9. Each of the parties agrees to comply with all applicable law concerning the performance of the provisions of this contract.

10. The Second Party certifies that it shall not discriminate in any of the services performed in connection with this contract or in any program or activity it operates on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex, or disabling condition.

11. KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

12. If any section, paragraph, or clause of this contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions herein.

13. This contract is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

14. Venue for any legal action filed concerning this contract shall be Fayette County, Kentucky.

15. This writing reflects the entire agreement between the parties. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.

16. This agreement will be in effect from July 1, 2016, through June 30, 2017, unless terminated by either party as defined in Paragraph 8. The agreement may be renewed annually based upon evaluation of the effectiveness of the agreement in meeting the goals set forth herein and funding availability.

IN WITNESS WHEREOF, the parties have executed this contract the day, month, and year above written.

Principal/Director's Approval



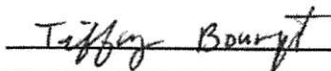
Date

7-27-16

BOARD OF EDUCATION OF FAYETTE COUNTY
KENTUCKY

Emmanuel Caulk, Superintendent

Date



7/27/16

Hands On Therapy

Date

ADDENDUM

THIS CONTRACT ADDENDUM is entered into this 27 day of July, 2016 by and between the BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY, 701 East Main Street Lexington, Kentucky, shall 40502, and HANDS ON THERAPY, PSC.

The services performed under the provisions of this Agreement will be rendered within the geographic area served by the School and shall be defined by the Therapist and the School. The duties and responsibilities of the Therapist are those defined by the Kentucky Occupational Therapy Practice Act and select policies of the School and the Kentucky Board of Education. Guidelines set forth by the Kentucky State Department of Education shall be followed when determining the need for and providing services: "Guidance for the Related Services of Occupational Therapy, Physical Therapy, and Speech/Language Therapy in Kentucky Public Schools, November, 2012." The Therapist shall perform her/his work in accordance with currently approved methods and standards of the practice as defined and stated by the American Occupational Therapy Association and the Kentucky Licensure Board and has read and understands the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and the Kentucky Family Education Rights and Privacy Act ("KFERPA"), KRS 160.705, and will comply with them. Therapy services shall function within the guidelines established by the Federal Regulations governing Special Education Services.

The Therapist will attend an orientation program provided by the School in order to become familiar with School policies, objectives and procedures and will be expected to abide by School policies.

The School shall make available all records and information relevant to the students for the purpose of the services being provided. The Therapist must maintain records and reports in accordance with the policies of the School and the American Occupational Therapy Association. Initial and periodic assessments, plans for intervention, progress reports, records of treatments rendered and other notes shall be incorporated in the student's records.

When appropriate the School will bill Medicaid for approved services. Any agency or individual contracting with the School shall comply with corresponding Medicaid procedures in the completion of their duties and authorizes payment to the School from the Kentucky Medical Assistance Program (KMAP) for covered services provided by the Therapist. This includes participation in the Random Moment Time Study, which is administered by Sivic Solutions Group and requires the therapist login to their system to complete a time sampling survey any

time they receive an email prompt to do so. The Therapist also understands that she cannot bill the KMAP for any service that is reimbursed to Fayette County Public Schools. The Therapist is solely responsible for the correctness and validity of all information submitted by him/her for use in KMAP documents submitted for services provided. In the event the School fails to receive payment on Medicaid or Medicare eligible students through fault of the service provider, payment for those students will be withheld until proper documentation or services due are in place.

The School shall provide routine student care, equipment and supplies required to treat students under the scope of this Agreement. Any requests for additional equipment of non-standard items shall be considered in accordance with the financial requirements of the school.

The Therapist will maintain in force insurance against liability for injury or death of any person growing out of the performance of professional duties. The Therapist shall provide a minimum of \$1,000,000 personal liability insurance. Evidence of such insurance will be made available to the School upon request. Furthermore, the Therapist agrees to obtain a criminal background check prior to August 1, 2016, and will contact the FCPS Human Resources Department Application Center to initiate this process. A fee of \$40 will apply and the cost will be the responsibility of the therapist/agency. Existing FBI background checks within one year will be accepted, with approval from FCPS Human Resources department. If there is a break in service, a new background check must be completed.

It is agreed by both parties that they shall be in compliance with all existing Federal, State and Local laws and regulations.

Principal / Director's Approval

BOARD OF EDUCATION OF FAYETTE COUNTY
KENTUCKY

Amanda Dennis
Date 7-27-16

Emmanuel Caulk, Superintendent Date

Tiffany Bourget 7/27/16
Hands on Therapy Date