MEMO

To: Greg Duty, Superintendent

FR: Marlene Jones, Director of Special Education

DATE: July 11, 2016

RE: OT Contract for SY2016-2017

In accordance with the Individuals with Disabilities Act, IDEA, identified students that require therapy in order to develop and improve in the areas of academic and functional performance must be provided with services as indicated on their Individual Education Plan (IEP).

Attached you will find a contract for services for the upcoming school year.

Thank You!

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Service Contract for Occupational
Therapy Service School
Year 2016-2017

This Service Contract is an agreement between Speech/Language Therapy Services (SLTS), and Southgate Independent Schools, 6 Wm Blatt Avenue, Southgate, Kentucky 41071.

WHEREAS, SOUTHGATE INDEPENDENT has certain statutory and regulatory duties related to the provision of educational services to students, including those identified as having special educational needs; and

WHEREAS, the provision of educational services to such students requires, from time to time and on a continuing basis, that SOUTHGATE INDEPENDENT utilize the services of an Occupational Therapist (OT) and a Certified Occupational Therapy Assistant (COTA), along with related OT specialists and OT equipment; and

WHEREAS, SOUTHGATE INDEPENDENT desires to secure the services of SLTS as OT, to provide and direct the provision of OT and related services on behalf of SOUTHGATE INDEPENDENT as necessitated by stature and regulation, or otherwise; and

WHEREAS, SLTS has agreed to provide those services in accordance with the terms and provisions set forth in this Service Contract;

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, which each party specifically acknowledges, the parties agree as follows:

A. SOUTHGATE INDEPENDENT agrees to:

1. Pay SLTS for OT services delivered to or on behalf of students with disabilities enrolled in SOUTHGATE INDEPENDENT District, as identified by the school's Director of Special Education, to include but not be limited to evaluations, Individual Education Plan (IEP) reviews, IEP and other related reports, consultations, attendance at ARC meetings, provision of teacher training or parent training, and all related record keeping, at the rate of $ 75.00 per hour.

2. Pay SLTS for such OT services delivered during the period of July 1, 2016 - June 30, 2017, on academic dates reflected on the District's School Calendars adopted by SOUTHGATE INDEPENDENT, and excluding school holidays and in-service days.

3. Timesheets and invoices will be received by SOUTHGATE INDEPENDENT by the 5th of each month. Payment will be made on or by the 30th of the month.

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TERMINATION OF SERVICE CONTRACT

In the event of breach of terms of this Service Contract, the non---breaching party shall have the right to terminate and cancel this agreement upon thirty (30) days notice served upon the breaching party, which notice shall describe with particularity the event or circumstances of breach. Likewise, either party shall have the right to terminate this Service Contract even absent perceived breach, upon sixty (60) day written notice to the other party. In the event that circumstances adversely affecting the health and safety of students, or in the event of fraud, either party shall have the right to immediate cancellation and termination of this agreement upon the provision of written notice to the other party, which notice shall describe with particularity the circumstances adversely affecting the health and safety of students or with constitute fraud. Notice under this provision of the Service Contract is deemed serviced or provided when hand---delivered to the other party, or three (3) days following deposit of same for transmittal by First Class United States Postal Service mails, at the address first listed for each party hereinabove.

INDEPENDENT CONTRACTOR

SLTS shall be considered for all legal purposes as an Independent Contractor, and not an employee of the SOUTHGATE INDEPENDENT. Aside from the aforementioned obligations to provide for the OT requirements of each individual IEP, and to honor each request for evaluation or consultation by the Director of Special Education or the Director's designee, SLTS shall be solely responsible for the manner in which OT services and related services are provided. Miller shall be solely responsible for compliance with all state and Federal regulations governing the payment of taxes on the consideration provided herein.

ENTIRE AGREEMENT

This Service Contract represents the entire agreement of the parties respecting the provision of the services and consideration reflected herein, and any and all prior communications, whether written or oral, regarding the obligations and rights set forth in this Service Contract or the consideration to be paid herein, are hereby incorporated into this Service Contract.

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GOVERNING LAW AND CONSTRUCTION OF SERVICE CONTRACT

This Service Contract shall be interpreted according to the substantive laws of the Commonwealth of Kentucky. For the purposes of interpretation, neither SLTS nor SOUTHGATE INDEPENDENT shall be designated as the drafter of this Service Agreement.

WHEREFORE, the parties hereto having acknowledged that they have read and understand the foregoing provisions of this Service Contract, and reflecting by their signatures heron their intent to be so bound, do hereby further state that they have the authority to execute this Service Contract and by so executing this contract to bind themselves, their principals and affiliates, and accordingly sign as follows:

Signatures:

Susan R. Waters, Owner, Speech/Language Therapy Services	Greg Duty, Superintendent of Southgate Independent Schools
Date	8/5/14 Date

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B. SLTS agrees to:

1. Provide OT services to students with disabilities enrolled in the SOUTHGATE INDEPENDENT District, as identified by the district's Director of Special Education, and perform all related record keeping, for the period between July 1, 2016 - June 30, 2017, on academic dates reflected on the District's School Calendars adopted by SOUTHGATE INDEPENDENT, and excluding school holidays and in-service days.

2. Maintain confidentiality of student records and OT records in accordance with SOUTHGATE INDEPENDENT policy, and all state and Federal statutes and regulations.

3. Provide timely written evaluation reports, IEP reports, Medicaid billing and maintain ongoing therapy notes.

4. Submit signed time sheets as a basis for payment or reimbursement as designed by SOUTHGATE INDEPENDENT and said time sheets and invoices subject to approval for reimbursement by the party of SOUTHGATE INDEPENDENT. Time sheets and invoices will be submitted to SOUTHGATE INDEPENDENT by the 5th of each month.

5. Furnish a professional liability insurance policy to cover herself. This policy must be effective on or before the therapist's first day of work.

6. Comply with all state and Federal educational statues and regulations, including those related to OT practice and licensure requirements.

7. Provide a copy of her current licensure at the time of execution of this Service Contract, and at any time the same may be requested by the Director of Special Education.

TERM OF SERVICE CONTRACT

This Service Contract shall be for a term of one year, retroactive as needed based upon the date of execution, from July 1, 2016 through June 30, 2017, and may be renewed through mutual agreement of the parties for consecutive one-year periods beginning July 1 of the year of expiration and continuing through until June 30 of the following year.