

**Service Contract for Physical Therapy Service
School Year 2016-2017**

This Service Contract is an agreement between Pediatric Therapy Specialists, Inc., 48 Gregory Lane, Fort Thomas, KY 41075 (PTS) and Dayton Independent Schools, 200 Clay Street, Dayton, KY 41074 (DAYTON INDEPENDENT).

WHEREAS, DAYTON 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 DAYTON INDEPENDENT utilize the services of a Physical Therapist (PT), along with related PT equipment; and

WHEREAS, DAYTON INDEPENDENT desires to secure the services of PTS as PT, to provide and direct the provision of PT and related services on behalf of DAYTON INDEPENDENT as necessitated by statute and regulation, or otherwise; and

WHEREAS, PTS 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. DAYTON INDEPENDENT agrees to:

1. Pay PTS for PT services delivered to or on behalf of eligible students enrolled in DAYTON 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 \$ 60.00 per hour for services by a licensed Physical Therapist, and at the rate of \$40.00 per hour for services by a licensed Physical Therapy Assistant.
2. Pay PTS for such PT services delivered during the period of July 1, 2016-June 30 2017, on academic dates reflected on the Districts' School Calendars adopted by DAYTON INDEPENDENT and excluding school holidays and in-service days.
3. Reimburse PTS for travel time for meetings, trainings, or consultations scheduled outside of the regularly scheduled therapy time.
4. Said reimbursement will be in accordance with DAYTON INDEPENDENT 's policy. Time sheets will be received by DAYTON INDEPENDENT by the 5th of each month. Payment will be made after board approval but not more than 2 weeks after board approval.

B. PTS agrees to:

1. Provide PT services to eligible students with disabilities enrolled in the DAYTON 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 Districts' School Calendars adopted by DAYTON INDEPENDENT, and excluding school holidays and in-service days.
2. Maintain confidentiality of student records and PT records in accordance with DAYTON INDEPENDENT policy, and all state and Federal statutes and regulations.
3. Provide timely written evaluation reports, IEP reports, and maintain ongoing therapy notes.
4. Submit signed time sheets and invoices as a basis for payment or reimbursement as designed by DAYTON INDEPENDENT and said time sheets subject to approval for reimbursement by the party of DAYTON INDEPENDENT. Time sheets will be submitted to DAYTON INDEPENDENT by the 5th of each month.
5. Maintain professional liability insurance to cover any errors or omissions stemming from contact with any and all Districts' students serviced under the terms of this Service Contract.
6. Achieve and direct compliance with all state and Federal educational statutes and regulations, including those related to PT 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.

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

PTS shall be considered for all legal purposes as an independent contractor, and not an employee of the DAYTON INDEPENDENT. Aside from the aforementioned obligations to provide for the PT 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, PTS shall be solely responsible for the manner in which PT services and related services are provide, including the direction of any subordinate employees or agents of PTS used for provision of such services. PTS shall be solely responsible for compliance with all state and Federal regulations governing the payment of taxes on the consideration provided herein, and for the payment of any wages to subordinate employees or agents of PTS.

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 herby incorporated into this Service Contract.

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 PTS nor DAYTON 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:

Amy J. Martin, PT, President
Pediatric Therapy Specialists, Inc.

Jay Brewer,
Superintendent of Dayton Independent Schools

Witness

Witness

Date

Date