

AGREEMENT

This **AGREEMENT** is made between the **Gallatin County School Board** (hereinafter referred to as the "**District**") and **A Step Ahead Pediatric Therapy**, 2865 Chancellor Drive, Suite 105, Crestview Hills, KY 41017, hereinafter referred to as "**Agency**".

The **District** serves children with special needs. The **Agency** employs Registered Physical Therapists (hereinafter referred to as "Therapist"), who are licensed and certified to provide therapy services to children within the State of Kentucky.

THESE PARTIES AGREE TO THE FOLLOWING:

SERVICES:

Physical Therapy Services:

Both parties agree that the scope of **Agency's** responsibility, as set forth in this agreement, is limited to providing a Physical Therapist with a **Kentucky Board of Physical Therapy License** who will provide approximately 8 hours per week of Physical Therapy services for the **District (all schools)**. This number was generated from the minutes of PT services recommended on the children's IEP's provided by the agency last school year. This number is subject to change based on appropriate caseload and student needs. This time will cover all activities needing to be performed by the therapists while on school grounds (Direct Services, IEP/ARC meetings, Documentation, Teacher Consultation and Training). This will also cover travel between schools during the day as needed.

TERMS:

This **AGREEMENT** shall be for the 2019/20 school year beginning on or about August 1st, 2019 and extending until the last day of school on or about June 6th, 2020 unless either party gives thirty (30) days written notice of cancellation. (pending school board approval)

FEES:

The **District** will pay an agreed upon hourly fee for services provided by the Therapist as documented on timesheets submitted by **Agency**. **The agreed upon rate for the 2019-20 school year is \$70.00 per hour.** These timesheets will be endorsed by an administrator or principal at the therapist's school on the last day of the month to allow for processing for the board which meets on predetermined date each month and attached to the invoice submitted by the agency for payment on receipt. Included in the billing will be **one hour of paid drive time** to the company given the distance the therapist will be traveling from the office. (30 minutes each way)

DUTIES OF THE DISTRICT:

- To provide adequate work areas, equipment and materials for Therapist to meet responsibilities;
- The therapist will have training and access to Infinite Campus.
- The therapist will have access to the guest Wi-Fi to be able to access IC.
- If the district bills Medicaid for related services the therapist will be trained on the EZ Med system.
- To provide support as needed for Therapist to meet responsibilities including training regarding **Kentucky Administrative Regulations (KARs) for implementation of the Individuals with Disabilities Education Act (Individuals with Disabilities Education Improvement Act of 2004** and District procedures.

DUTIES OF THE AGENCY:

- The **Agency** will provide the Therapist with supervision/support as required by the **Kentucky Board of Physical Therapy**.
- To maintain a current medical malpractice/ liability policy on the Therapist working in the district.
- The **Agency** will provide Therapist with per contractual agreement.

DUTIES OF THERAPIST:

- The Therapist will provide services provided will be consistent with the **Kentucky Board of Physical Therapy Laws and Regulations Relating to Licensure as a Physical Therapist** and the **Kentucky Administrative Regulations (KARs) for implementation of the Individuals with Disabilities Education Act (Individuals with Disabilities Education Improvement Act of 2004)**.
- The Therapist shall maintain adequate and current records in the manner required by the **District**.
- The Therapist shall comply with policies, rules, and regulations of the **District** and the individual school where therapy is provided.
- The therapist will be responsible to maintain accurate records on District paperwork that allows for proper Medicaid billing.
- The therapist will be responsible for providing accurate documentation for all IEP/ARC meeting for children on the caseload.
- The therapist will make every effort to attend each child's meeting in person when possible to allow for accurate representation of their therapy needs as it relates to their education.
- The therapist will complete all required consultation, evaluations, and re-evaluations of district's students on an ongoing basis.

CONFIDENTIALITY:

The Agency and the Therapist, as well as other employees of the agency with whom the Therapist might seek professional advice, agree that any time during or after termination of this Agreement, they will not disclose any confidential information regarding the children and their families to any person or entity for any purpose whatsoever without the prior written consent of the District.

INSURANCE:

The agency shall at all times be fully insured with liability insurance from a reputable insurer which provides insurance coverage to The Agency for any actions or inactions of The Agency while performing duties for the District. The insurance coverage shall have liability limits of \$1,000,000.00 or greater.

INDEMNITY:

The Agency shall defend, indemnify and hold harmless the District, its Board Members, attorneys, agents and employees, from and against any claim, cost, expense, damage, loss or liability (including attorney's fees) due to bodily injury (including death) or property damage arising out of or resulting from performance of The Agency's work, or in any manner due to the Agency's failure or refusal to perform any of the terms and provisions of this Contract, and from and against all claims, notices, orders, losses, suits, damages legal and otherwise and liabilities incurred by or asserted against the District.

CHOICE OF VENUE:

Any legal actions arising between the parties shall only be filed and must be filed in the Gallatin County Courts of the Commonwealth of Kentucky.

RELATIONSHIP:

The parties acknowledge that this contract shall in no way create any employee/employer relationship.

THE PARTIES EXECUTE THIS AGREEMENT ON THE 30TH day of June 2019.

Gallatin Count School District

By: _____

Title: _____

Title: Superintendent

A Step Ahead Pediatric Therapy

By: _____

Title: _____

Attest: _____

Title: Daniel Cross

President

A Step Ahead Pediatric Therapy