

Service Contract for Therapy Services
PEDIATRIC THERAPY SPECIALISTS DBA EMPOWER HOUSE
and
DAYTON INDEPENDENT SCHOOL DISTRICT

This service contract is an agreement between **Amy J. Martin, President Pediatric Therapy Specialists, Inc. DBA Empower House** 7536 US Hwy 42 Suite 2, Florence, KY 41042 (**Empower House**) and **Dayton Independent Schools**, 200 Clay Street, Dayton, KY 41074 (**Dayton Independent Schools**).

WHEREAS, Dayton Independent Schools has certain statutory and regulatory duties related to the provisions of educational services to students, including those identified as having educational needs; and

WHEREAS, the provision of educational services to each student requires, from time to time and on a continuing basis, the **Dayton Independent Schools** utilizes the services of a **Physical Therapist (PT) and Occupational Therapist (OT)** along with related specialist and equipment; and

WHEREAS, Dayton Independent Schools desires to secure the services of **Empower House**, to provide and direct the provision of **PT and OT** related services on behalf of **Dayton Independent Schools** as necessitated by statute and regulations, or otherwise; and

WHEREAS, Empower House has agreed to provide those services in accordance with the terms and provisions set forth in the 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 Schools agrees to:

1. Pay **Empower House** for **PT and OT** services delivered to or on behalf of students with disabilities enrolled in **Dayton Independent Schools** 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, provisions of teacher training or parent training, and all related record keeping at the rate of **\$65.00 per hour** for services by a licensed Physical Therapist or Occupational Therapist and at the rate of **\$45.00** per hour for services by a licensed Physical Therapy Assistant or Occupational Therapy Assistant.

2. Pay **Empower House** for such **PT and OT** services delivered during the period of **July 1, 2020 – June 30, 2021** on academic dates reflected on the District's School Calendar adopted by **Dayton Independent Schools** and excluding school holidays and in-service days.
3. Reimburse **Empower House** for travel time for meetings, trainings, or consultation scheduled outside of the regularly scheduled therapy time.
4. Said reimbursement will be in accordance with **Dayton Independent Schools'** policy. **Dayton Independent Schools** will receive time sheets by the 10th of each month. Payment will be made after board approval but not more than two (2) weeks after board approval.

B. Empower House agrees to:

1. Provide PT and OT services to eligible students with disabilities enrolled in the **Dayton Independent School District**, as identified by the district's Director of Special Education, and perform all related record keeping, for the between **July 1, 2020 – June 30, 2021**, on academic dates reflected on the District's School Calendars adopted by **Dayton Independent Schools**, and excluding school holidays and in-service days.
2. Maintain confidentiality of student records and **PT and OT** records in accordance with **Dayton Independent Schools** 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 timesheets and invoices as a basis for payment or reimbursement as designed by **Dayton Independent Schools** and said time sheets subject to approval for reimbursement by the party of **Dayton Independent Schools**. Time sheets will be submitted to **Dayton Independent Schools** by the 10th of each month.
5. Maintain professional liability insurance to cover any errors or omissions stemming from contact with any and all District's 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 and OT** practice and licensure requirements.
7. Provide a copy of current licensures at the time of execution of this Service Contract, and at any time the Director of Special Education may request the same.

TERMS OF SERVICE CONTRACT

This service contract shall be for a term of one year, retroactive as needed based upon the dates of execution, from July 1, 2020 through June 30, 2021, and will automatically renew each

and every consecutive year thereafter, beginning July 1 and continuing until June 30 of each following year, unless terminated in accordance with the provisions articulated herein.

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 terminate 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, at the address first listed for each party hereinabove.

INDEPENDENT CONTRACTOR

Empower House shall be considered for all legal purposes as an independent contractor, and not an employee of the **Dayton Independent School** District. Aside from the aforementioned obligations to

provide for the **PT and 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, **Empower House** shall be solely responsible for the manner in which **PT and OT** services and related services are provided, including the direction of any subordinate employees or agents of **Empower House** used for provisions of such services. **Empower House** 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 **Empower House**.

ENTIRE AGREEMENT

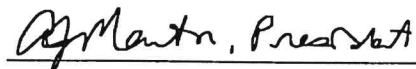
This Service Contract represents the entire agreement of the parties respecting the provision of the services and consideration reflected herein, and any and all prior communications, whether written or oral, regarding the obligations and rights set forth in this Service Contract or the consideration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

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 purpose of interpretation, neither Empower House nor Dayton Independent Schools shall be Designated as the drafter of this Service Agreement.

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

Signatures:



Amy J. Martin, President
Pediatric Therapy Specialists, Inc.
DBA Empower House

4/14/2020

Date



Jay Brewer, Superintendent
Dayton Independent Schools

7/24/20

Date



Nicole Ponting, Special Education Director
Dayton Independent Schools

7/24/20

Date

Date