



FLOYD COUNTY BOARD OF EDUCATION
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Linda C. Gearheart, Board Chair - District 1
William Newsome, Jr., Vice-Chair - District 3
Dr. Chandra Varia, Member- District 2
Keith Smallwood, Member - District 4
Steve Slone, Member - District 5

Consent Agenda Item (Action Item):

Approve to hire Karen White as a contract evaluation expert for visually impaired children for the 2021-2022 school year.

Applicable State or Regulations:

KRS 160.190 Duties and Powers of the Board and 707 KAR 1:320 Individual Education Program, Section 6

Fiscal/Budgetary Impact:

The district will bill Medicaid on actual cost depending upon the rate of pay for the professional performing the service at a return of 73% of the district cost. This is based on the rate of \$30 an hour. The contractor requires one-month prepayment for services. Any funds not used in a month will be applied toward the next month.

History/Background:

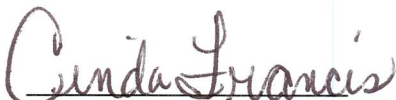
The district has students who required specific health care services in order to receive a free appropriate public education. In order to attend school, students with a tracheotomy must have constant care and attention (i.e. suctioning of tracheotomy; proper administration of oxygen; care of portable tracheal suctioning equipment, ambu bad, oxygen tank and cart; reinsertion of the tracheotomy, if needed; knowledge and care of the Mediport used for IV access; and always being in a position to see the student's face on order to monitor breathing). Initially, a special needs para educator underwent training to deliver these services, but ultimately, in order to provide a free appropriate public education, a medical professional is required to perform duties of this nature.

Recommended Action:

Contract with a medical agency for the services of health professionals

Contact Person(s):

Cinda Francis, Chief of Special Education 606.886.4580


Director


Superintendent

Date:

June 1, 2021

ORIENTATION AND MOBILITY SERVICES CONTRACT:

This agreement is entered into between FLOYD COUNTY School District, hereinafter referred to as the "School" and Karen White, hereinafter referred to as the "Specialist", a certified orientation and mobility specialist, by the agreement, beginning August 1, 2021 and extending to July 31, 2022 for the purpose of obtaining orientation and mobility services for this school program.

WITNESSETH:

WHEREAS, the School operates special education classes: and WHEREAS, the specialist is certified by the Academy for Certification of Vision Rehabilitation and Education Professionals (ACVREP) as an orientation and mobility specialist, and desires to provide orientation and mobility services for the eligible children with visual disabilities enrolled in these classes. NOW, THEREFORE, for and in consideration of, the promises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

I. SERVICES:

The specialist will be certified by the Academy for Certification of Vision Rehabilitation and Education Professionals (ACVREP). The specialist is responsible for all training/education and recertification costs.

The specialist will plan and provide services to meet specific program/ student needs as determined by the specialist and the ARC/IEP process.

The specialist will attend Admission and Release Committee meetings and provide a written summary of progress and Individual Education Program goals.

The specialist will provide orientation and mobility evaluations and complete a written report.

The specialist may transport the student, if needed, and with the Board of Education and parental/guardian consent.

II. FACILITIES:

The orientation and mobility services will occur at the site designated as the Least Restrictive Environment as determined by the student's Individual Education Plan. Services, because of their nature, may occur after regular school hours and at other sites within the community as necessary to fulfill the IEP.

III. EQUIPMENT:

The school will provide educationally relevant equipment and supplies for services as determined by the specialist and the ARC as necessary to fulfill the student's IEP.

IV. FEE, COLLECTION AND COMPENSATION:

The school shall compensate the specialist at a rate of ninety (\$90) dollars per hour for direct instruction, travel, attendance at annual review/specially-called ARC meetings, in-service training, consultation, collaboration, parent/guardian communication, instructional planning, community-based field trip planning, record-keeping, report card progress summaries, screenings and clerical work. The specialist shall submit an invoice to the district's coordinator of special education no later than the 4th of each month and payment will be made following the next upcoming meeting of the board of education.

The school shall compensate the specialist at a rate of one hundred and ten dollars per hour (\$110) for evaluations and re-evaluations (including travel to evaluation, report preparation, observation/direct interaction and assessment, collaboration, and all necessary activities needed to complete evaluations and re-evaluations.) Initial evaluations and re-evaluations should be referred to the specialist at a minimum of 60 days prior to due date. The school shall also compensate the specialist at a rate of one hundred and ten (\$110.00) dollars per hour attendance at Admissions and Release Committee Meetings related to evaluations and re-evaluations.

The services shall be provided on a contractual, per-service basis. In the event that a student is absent on the pre-arranged date of services, every effort shall be made to reschedule. If a student is absent, travel costs must still be reimbursed, if travel was completed to and from the school.

The specialist authorizes payment to FLOYD COUNTY SCHOOLS, from the Kentucky Medical Assistance Program (KMAP) for covered services provided and specified by the criteria of this contract. The specialist understands that she cannot bill the KMAP for any service that is reimbursed to FLOYD COUNTY SCHOOLS as part of the contractual agreement.

V. INSURANCE:

During the term of this agreement, the specialist shall maintain professional liability insurance in the following amounts:

One million (\$1,000,000) per occurrence;

One million (\$1,000,000) per aggregate.

VI. INDEMNITY:

The specialist shall indemnify and hold the school, its directors and employees harmless from and against any and all claims, demands, liabilities, damages and expenses for injury to children caused or asserted to have been caused by the negligent acts of the specialist.

VII. TERMS:

This agreement shall be in full force and shall commence August 1, 2021 and extend to July 31, 2022. However, at any time during the term hereof, either part may unilaterally terminate this agreement without cause by giving the party at least thirty days' notice of its desire to terminate.

This agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding or obligating upon the parties hereto. This agreement supersedes all prior contracts, and understandings, either written or otherwise, between the parties relating to the subject matter thereof.

IN WITNESS WHEREOF, the school and specialist have duly executed this agreement on the day and year just written.

WITNESS: _____ DATE: _____

WITNESS _____ DATE: _____