

This agreement is made and entered into July 1, 2021 by and between Lori Howard, PT, LLC, 227 Tazwell Dr. Richmond, KY 40475 (hereafter referred to as LHPT licensed to participate in the state of Kentucky and Estill County Schools Systems, 253 Main St., Irvine, KY 40336, (hereby referred to as "School").

In consideration of the mutual promises, agreements, and undertakings hereinafter set fourth, it is hereby agreed as follows:

1. LHPT will provide services in the categories of: student evaluation, student IEP planning, direct student intervention and teaching ad consultation with School personnel.
2. The services will be provided on a part-time basis, when requested by the appropriate School personnel. It is understood that LHP_T will provide similar services for others during the term of this agreement. The school shall permit the therapist to determine the hours and times of services rendered, provided LHPT does not perform services outside this agreement which requires personal expenditure of time to the point it interferes with the performance of LHPT duties under this agreement. Services shall be provided at individual school sites in the least restrictive environment by using a variety of instructional strategies, with emphasis on a collaboration team model, Specially designed instruction, including related services, is to be provided in the least restrictive environment and in the most integrated manner. This mandate assumes an education, rather than a medical model for service provision.
3. LHPT will perform evaluations and assessments and will provide therapy in the manner deemed most appropriate in the independent professional judgment of the therapist. If, after presenting the School with the therapist's evaluation results and recommendations the School decides to alter or not provide same treatment, the School shall indemnify and hold LHPT harmless for any claims, assessments or damages imposed on LHPT as a result of failure to perform evaluation, assessment and treatment in a manner consistent with that recommended by LHPT.
4. LHP_T will be paid on an hourly basis. School shall pay on an hourly basis. School services rendered pursuant to this agreement at the rate of \$80.00 per hour for direct student intervention and planning, consultation, meetings and documentation, and the current mileage rate the school pays employees. LHPT will keep accurate records and documentation for the computation of charges.

5. LHPT will bill school for services performed at the beginning of the month following the month the services were performed. School will pay LHPT that day of the month it usually pays its accounts payable, but no later than the 30th of the month following the month the services were performed, providing all elements of the contract are met.

6. The services will be performed within the geographic area the School serves.

7. The duties and responsibilities of LHPT those defined by the Kentucky Physical Therapy Practice Act and select School policies. LHPT will perform services in accordance with approved methods and standards of practice as defined and stated by the American Physical Therapy Association and the Kentucky Physical Therapy Association and the Kentucky Licensure Board. Therapy services shall function within the guidelines set forth by the Federal Regulations governing Special Education Services. Guidelines set forth by the Kentucky State Department of Education will be followed when determining the need for and providing services.

8. The therapy services provided to the student will be in response to a request from appropriate School personnel.

9. A designated member LHPT will attend an orientation program provided by the School in order to become familiar with School policies, objectives, and procedures. All employees LHPT will be expected to abide by School policies.

10. The School shall make available all records and information relevant to the student for the purpose of the services being provided, LHPT must maintain records and reports in accordance with the policies of the School and the American Physical Therapy Association. Initial and periodic evaluations, plans for intervention, progress reports, records of treatments rendered and other notes will be incorporated in the student's records

11. When appropriate the School will bill Medicaid for approved services. LHPT shall comply with corresponding Medicaid procedures in the completion of their duties and authorizes payment to the School from the Kentucky Medical Assistance Program for covered services provided by LHPT understands she cannot bill KMAP for any service that is reimbursed to County School District and that LHPT is

responsible for the correctness and validity of information submitted for use in KMAP documents submitted by the School in LHPT name for services provided.

12. The School shall provide routine student care, equipment and supplies required to

treat students under the scope of this Agreement. Any requests for additional equipment or non-standard items shall be considered in accordance with the financial requirements of the School.

13. LHPT maintain in force insurance against liability for injury or death of any person growing out of performance of professional duties. A minimum of \$1,000,000 personal liability insurance shall be provided by LHPT. A copy of the policy will be made available to the School upon request.

14. It is agreed by both parties to this Agreement that they will abide by all existing Federal, State, and local laws and regulations.

15. It is agreed by both parties to this Agreement that all services will be available

without discrimination because of race, creed, color, national origin, or developmental ability and that no professionally qualified person will be discriminated against because of race, creed, color, national origin, or developmental ability, with respect to privilege or professional practice of either organization.

16. This agreement shall continue and be binding upon the parties for this 2021 2022 school year unless terminated as herein provided. This Agreement may be amended by written consent of both parties and all amendments will be attached to this Agreement.

17. Either party with or without cause may terminate this Agreement by giving thirty (30) days written notice of intent to terminate to the other party, by Registered Mail, Returned Receipt Requested. Each party shall follow the procedure outlined below if a contract is to be terminated:

a.

Issue a warning letter and outline the violations and the length of time to correct the problem.

Issue a letter of intent to cancel the contract if the problem is not resolved by a given date.

C.

Issue a letter of intent to cancel.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Estill County
Schools

Lori Howard PT, LLC

By: *Mai Htoward* Title:

Physical Therapood

Date: 6/23/21 -

By: Title:

Date:

Date: