



CONTRACT FOR THERAPY SERVICES

This agreement is made and entered into 8/4, 2021 by and between Hands On Therapy, PSC 190 The Masters, Georgetown, KY 40324, (hereinafter referred to as "Therapists"), each licensed to practice their respective field of occupational, physical, speech therapies and psychology services in the state of Kentucky, and the Mercer County School District (hereinafter referred to as "School").

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

1. Therapists will provide services in the categories of: student assessments, student IEP planning, direct student intervention and teaching and consultation with School personnel.
2. It is understood that the Therapists will provide similar services for others during the term of this agreement. Services shall be provided at individual school sites in the least restrictive environment by using a variety of instructional strategies. Specially designed instruction, including related services, is to be provided in the least restrictive environment and in the most integrated manner.
3. Therapists will provide therapy in the manner deemed most appropriate in the independent professional judgment of the Therapists. If, after presenting the School with the Therapists' recommendations, the School decides to alter or not provide same treatment, the School shall indemnify and hold the Therapists harmless for any claims, assessments or damages imposed on the Therapists as a result of failure to perform assessments and treatments in a manner consistent with that recommended by the Therapists.
4. Therapists will be paid on an hourly basis unless stated otherwise. School shall pay Therapists for services rendered pursuant to this agreement at the rate agreed upon in the addendum, direct student intervention and planning and student related meetings and paperwork. Therapists will keep accurate records and documentation for the computation of charges.
5. Therapists billing and school payment dates will be addressed in an addendum to this contract.
6. The services will be performed within the geographic area the school serves.
7. The duties and responsibilities of the Therapists are those defined by their respective organization: KY Board of Occupational Therapy, KY Board of Physical Therapy or KY Board, Speech Language Pathology KY Board of psychology and select School policies. Therapists will perform services in accordance with approved methods and standards of practice as defined and stated by these governing bodies. 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. The School shall make available all records and information relevant to the student for the purpose of the services being provided. Therapists must maintain records and reports in accordance with the policies of the School and the respective governing bodies. Initial and periodic evaluations, plans for intervention, progress reports, records of treatments rendered and other notes will be incorporated in the student's records.
10. When appropriate the school will bill Medicaid for approved services. Therapists 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 Therapists. Therapists understands she cannot bill KMAP for any service that is reimbursed to School and that Therapists are responsible for the correctness and validity of information submitted for use in KMAP documents submitted by the School in Therapists' name for services provided.

11. The School shall provide routine student care, evaluation tools and treatment materials 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.
12. Therapists will maintain in force professional liability insurance. A copy of the policy will be made available to the School upon request.
13. It is agreed by both parties to this Agreement that they will abide by all existing Federal, State, and local laws and regulations.
14. 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 race, creed, color, national origin, or developmental ability with respect to privilege or professional practice of either organization.
15. This agreement shall continue and be binding upon the parties for the period beginning with a start date of Aug 11 through the end of the 2021-2022 school year. This agreement may be amended by written consent of both parties and all amendments will be attached to this Agreement.
16. Either party may terminate this Agreement, with or without cause, by providing written notice to the other within thirty (30) days of the effective date of the Agreement.
17. A conversion fee of \$5000.00 is payable if School, as affiliate or its entities, hire our Therapist assigned to you, regardless of the employment classification, on either a permanent, temporary (including temporary assignments through another agency) or consulting basis within one year after the last day of the assignment.

This Agreement is not effective until fully executed by both parties

Hands On Therapy, PSC

BY: _____

TITLE: _____

DATE: _____

Mercer Co Schools

BY: Stephanie Rogers

TITLE: Director of Special Education

DATE: 8/4/21