



1421 Lexington Rd.
Richmond, KY 40475
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SERVICES AGREEMENT

This agreement is entered into between ESTILL COUNTY BOARD OF EDUCATION, hereinafter referred to as the "School" and MindPsi hereinafter referred to as the "psychologist", a licensed psychologist or licensed psychological associate by the agreement this date, March 11, 2022 for the purpose of obtaining psycho-educational assessment services for this school program.

WITNESSETH

WHEREAS, the School PROVIDES SPECIAL EDUCATION SERVICES; and WHEREAS, the specialist is licensed by the Kentucky Board of Examiners of Psychology as a psychologist, and desires to provide assessment services to determine eligibility for children with suspected disabilities. WHEREAS, the Board of Education has determined, pursuant to KRS 45A.380, that competition for procuring services called for in this agreement are not subject to competitive bidding for the benefit of students, and, further determined that the services called for in this agreement are of the nature consistent with KRS 45A.380(3). 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 psychologist will be licensed by the Kentucky Board of Examiners of Psychology.

The psychologist will evaluate students as determined by the Estill County Board of Education and the ARC/IEP process.

The psychologist will provide written reports of assessments completed by the group.

The psychologist agrees not to discriminate against any individual on the basis of race, color, national origin, sex, religion, age, genetic information, or disability.

Psychologist agrees to abide by all policies of the Board of Education, and all statutes and regulations applicable to employees of the Board, both Federal and State, including the Code of Professional Responsibilities promulgated by the Education Professional Standards Board, notwithstanding that the Psychologist is not an employee of Board.

All costs associated with required background checks (state and federal) will be borne by Estill County Board of Education in addition to any travel associated in obtaining the background checks.

II. FACILITIES

The assessment services will occur at the site designated by the Estill County Board of Education. The school will provide specific timelines for when the testing needs to be completed and delivered. All requested evaluations must be given to MindPsi with a minimum two weeks' notice prior to being due.

In order for timelines to be met, all folders will be prepared **prior** to arrival. Information will only be included in a report if it has been provided in the folder prior to testing being performed. A school representative should be available for the Psychologist to access any school database information, if needed. A room within the school should be ready and students will be available for testing.

If the school desires a particular report template to be used, it needs to provide it to the psychologist prior to assessment services. In addition, a school representative will be made available along with contact information if the Psychologist has any questions regarding the use of the template or where certain information collected by the district should be included.

III. EQUIPMENT

The school will provide a classroom space for the assessments to be conducted and for the Psychologist to work. This room must ensure a quiet environment with minimal distractions. No

other meetings or teaching may occur in that room during the testing session.

IV. FEE, COLLECTION AND COMPENSATION

The school shall compensate the Psychologist for reports at a rate for the following suspected disability areas of concern.

- \$705 dollars per specific learning disability evaluation (cognitive and achievement testing).
- \$705 dollars per developmental delay evaluation.
- \$805 dollars per other health impaired evaluation.
- \$715 dollars per mild mental disability evaluation.
- \$905 dollars per emotional/behavioral evaluation.
- \$1005 dollars per autism spectrum disorder evaluation.
- \$955 dollars for combined evaluations of two or more suspected disability categories from the above listings with exception of autism. (i.e. specific learning disability and mild mental disability)
- \$820 dollars per functional behavior assessment / behavior intervention plan
- \$100 per hour for any services that occur beyond those specified above at the request of the school such as attending meetings or conducting classroom observations.
- \$20 per hour for administrative support performed by MindPsi administrative staff including scoring of behavior and adaptive rating scales.

Any required classroom observations are provided by the district. The services shall be provided on a contractual, per-service basis. Overall estimated cost is dependent on the number of test requested.

There is a minimum number of 5 evaluations that the school district agrees to have completed by MindPsi. Any additional evaluations will be completed at the above stated rates at the discretion of the school district dependent on MindPsi's capacity to complete them.

V. INSURANCE

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

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

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

VI. INDEMNITY

The Psychologist 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 upon full execution for the duration of the 2022-2023 academic year. However, at any time during the term hereof, either party may unilaterally terminate this agreement without cause by giving the other party at least thirty calendar days' notice of its desire to terminate.

VIII. SEVERABILITY

If during the term of this agreement, it is found that a specific provision or language used is illegal under Federal or State law, the remainder of this agreement not affected by such ruling or determination shall remain in force.

IX. GOVERNING LAW

This agreement has been executed in the Commonwealth of Kentucky and shall be governed in accordance with the law of the Commonwealth of Kentucky in every respect.

X. CONFLICTS

KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

XI. ENTIRE AGREEMENT

The 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, whether written or otherwise, between the parties relative to the subject matter hereof.

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

WITNESS:

Superintendent, Estill County Schools

DATE: _____

WITNESS:

DATE: _____

Specialist Dan Florell, Ph.D – MindPsi: School Psychological Services, PLLC

Address ____ 1421 Lexington Rd. Richmond, KY 40475 _____

Phone 859-624-2454