

Service Contract for Occupational Therapy Services
Between Bellevue Independent School District
And
Dayton Independent School District

This service contract is an agreement between **Dayton Independent Schools**, 200 Clay St, Dayton, KY 41074 and **Bellevue Independent Schools**, 219 Center St, Bellevue, KY 41073.

WHEREAS, **Dayton Independent Schools** and **Bellevue Independent Schools** have 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, **Dayton Independent Schools** and **Bellevue Independent Schools** utilize the services of an Occupational Therapist (OT), and

WHEREAS, **Dayton Independent Schools** and **Bellevue Independent Schools** desire to secure the services of a district employee to provide and direct the provision of OT related services on behalf of **Dayton Independent Schools** and **Bellevue Independent Schools** as necessitated by statute and regulations, or otherwise; and

WHEREAS, **Dayton Independent Schools** and **Bellevue Independent Schools** have 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. Bellevue Independent Schools agrees to:

Pay **Dayton Independent Schools** for OT services delivered to or on behalf of students with disabilities enrolled in **Bellevue Independent School 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.

1. Pay **Dayton Independent Schools** for OT services delivered during the period of **July 1, 2022 – June 30, 2023** on academic dates reflected on the District's School Calendar adopted by **Bellevue Independent Schools** and excluding school holidays.
2. **Bellevue Independent Schools** will pay **Dayton Independent Schools** quarterly for OT services at \$4,774.25 with a yearly total of \$19,097.00 or 30% of occupational therapists' salary.

3. **Bellevue Independent Schools** will be responsible for any extra specialized equipment or therapy materials that is requested by the occupational therapist to assist with their students.
4. Maintain confidentiality of student records and **OT** records in accordance with **Bellevue Independent Schools'** policy, and all state and Federal statutes and regulations.

B. Dayton Independent Schools agrees to:

1. Be the District of Record for the Occupational Therapist.
2. Maintain confidentiality of student records and **OT** records in accordance with **Dayton Independent Schools'** policy, and all state and Federal statutes and regulations.
3. **Dayton Independent Schools** will share the equivalent of a full-time employee hired to provide OT services to **Bellevue Independent Schools** at .30 or 1.5 days per week, and salary will be based on **Dayton Independent Schools'** salary schedule.
4. Achieve and direct compliance with all state and Federal educational statutes and regulations, including those related to **OT** practice and licensure requirements.
5. Provide a copy of current licensures at the time of execution of the 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, 2022** through **June 30, 2023**, 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 the 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.

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.

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:



Tara Wittrock
Director of Special Education
Bellevue Independent Schools

Misty Middleton
Superintendent
Bellevue Independent Schools

8.15.22
Date

Date

Nicole Ponting
Director of Special Education
Dayton Independent Schools

Jay Brewer
Superintendent
Dayton Independent Schools

Date

Date

AGREEMENT

THIS AGREEMENT is made and entered into this 18 day of August 2022, by and between Homeplace Support Services 2647 Regency Rd Suite 107 Lexington, Ky 40503 (hereinafter referred to as "Behavior Specialist"), and the Bellevue Independent Schools Board of Education, Bellevue, Kentucky, (hereinafter referred to as "School").

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

1. Behavior Specialist will provide service in the categories of: student evaluation; student care planning; consultation and coaching of staff.
2. The services will be provided on a part-time basis, when requested by the appropriate School personnel. Behavior Specialist will be paid on an hourly basis.
3. School shall pay Behavior Specialist for services rendered pursuant to this Agreement at the rate of \$75 per hour for behavior support, record keeping, travel time and related services. Behavior Specialist will maintain accurate records and documents for the computation of all charges.
4. Behavior Specialist will bill School for services performed pursuant to this Agreement at the beginning of the month following the month the services were performed. School will pay Behavior Specialist on the day of the month it normally pays its monthly obligations, but no later than the thirtieth (30th) day of the month following the month such services were performed, providing all elements of the contract are satisfactorily met.
5. The services performed under the provisions of this Agreement will be rendered within the geographic area served by School and shall be defined by Behavior Specialist and School.
6. The behavior support services provided to the student will be in response to a request from the school, and when applicable, in accordance with an individual education program (IEP). Behavior Specialist is responsible for coordinating its services with the proper school personnel on a continuing basis.
7. Behavior Specialist shall provide orientation, instruction, and guidance to additional Covington Independent staff members.
8. Behavior Specialist may attend and participate in select in-service educational programs.
9. School shall make available all records and information relevant to the student for the purpose of the services being provided. Behavior Specialist shall maintain records and reports in accordance with the policies of the School.
10. School shall provide routine student care required to serve students under the scope of this Agreement.
11. Behavior Specialist will meet the certification and qualification requirements including providing Professional Liability Insurance, state licensure, as well as background check and Child Abuse/Neglect Checks in accordance with Covington Independent Schools Board of Education requirements.

12. It is agreed by both parties to this agreement that they shall be in compliance with all existing Federal, State and local laws and regulations.

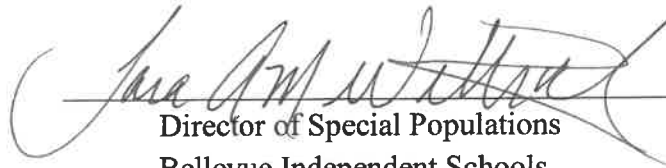
13. This Agreement shall continue and be binding upon the parties hereto until June 14, 2022, unless terminated as herein provided. This Agreement may be amended by written consent of both parties and all amendments shall be attached to this Agreement and made a part thereof.

14. This Agreement may be terminated at any time by either party with or without cause by giving a sixty (60) day written notice of intent to terminate to the other party by Registered mail, Return Receipt Requested prior to the contract terminating.

In TESTIMONY WHEREOF, the parties here to have executed this Agreement on the day and year first above written.

Date:

8/18/22



Director of Special Populations
Bellevue Independent Schools



Date 8/18/2022

Behavior Specialist
Homeplace Support Services

CONTRACTUAL AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of August 2022, by and between the Bellevue School District and Forward Focus Psychological Associates, PLLC.

Forward Focus Psychological Associates, PLLC staff and Dr. Teresa Garera Izquierdo hereby agrees to administer psychological evaluations that will include brief clinical interview, records review, testing behavioral observations, and assessment in the area of intelligence. This evaluation will also include the completion of a psychological report that may in some cases also incorporate data provided by the school district including teacher observations, behavior rating scale scores, prior test data review, and achievement testing results. Financial consideration for the cost of performance of this agreement will be provided at this rate of \$265.00 for psychological testing and integrated report, \$85.00 per hour as needed for individual counseling services for students as requested, and \$100.00 per hour for attendance of ARC/IEP meetings, additional consultation to teachers/parents/staff and/or additional diagnostic testing services and observations for a Psychological/Diagnostic Evaluation Report. Additional testing services may include, but not be limited to the following: scoring of behavioral rating scales administered by school staff, administration of additional test measures by the psychologist (i.e. academic testing, TOVA testing, social/emotional/diagnostic testing, Autism based assessments, etc.), behavioral observations in the classroom setting, parent consultation/meetings, etc. The assessment will be in compliance with Kentucky Administration Regulations and IDEA certifying children with disabilities.

Based upon the rates for evaluations/consultation services reviewed in the above paragraph, staff of FFPA agree to complete psychological evaluations including cognitive testing, testing observations, clinical interview, outside data review, and summary/recommendations at a rate of \$265.00 per evaluation report. FFPA staff will also be available for on-site consultation services to attend ARC/IEP meetings and/or to perform additional testing/scoring/test interpretation/ observation services as needed/requested over the course of the 2021/2022 school year. These consultation services will be charged at a rate of \$100.00 per hour. As noted above, requested counseling services will be billed at a rate of \$85.00 per hour.

The psychological examiner and/or supervisor (Dr. Teresa Izquierdo) will be responsible for administering each complete cognitive evaluation and writing a report in a form such that composite data are reported in standard scores/percentiles. The report will include (1) behavioral observation during testing, (2) an interpretation of cognitive/other test data in narrative form, (3) integration of background information/alternate test data as needed and, (4) summary and recommendations. Such reports will typically not exceed 8-10 pages. If additional time is needed for extensive report completion beyond the typical report range, it may be necessary to bill for further time spent on the evaluation process at the hourly rate of \$100 per hour above the agreed upon evaluation rate of \$265.00. Outside data to be reviewed/incorporated into the final report should be submitted to the examiner directly and/or in electronic form approximately 2 weeks before the due date of reports and/or ARC meetings to take place in order to allow adequate time for report completion. If attendance of ARC meetings and/or school-based consultation services are

requested, please provide notice of the request in a timely manner in order for the examiner to allow time for such plans in their weekly schedule.

Staff of FFPA have access to Wechsler IQ Test kits (WISC-V and WAIS-IV) to be used for the purposes of assessment in the schools but may need to access alternate test instruments/protocols from the school district as needed. Typically, used protocols are regarded as property of the examiner and such testing files will be maintained by FFPA. If needed, a copy of the test protocols could also be kept with the examiner in addition to original copies of protocols to be left in the school-based files. Typing and photocopying are the responsibility of the examiner. Services will be evaluated on an ongoing basis by all parties involved. All psychological services will be provided to designated students as requested by the Special Education Director.

Examiners are to submit a bill at the end of every month listing names of students evaluated, any additional consultation service hours completed, and the total amount due to FFPA and this invoice will be submitted directly to the Director of Special Education or other designated personnel. Payment is to be made within forty-five calendar days thereafter. No reimbursement will be provided for travel.

Either party may terminate this contract upon (30) calendar day notice. A termination notice is to be presented in written form to the other contracting party. Testing will end upon notice of termination. All evaluations, reports, and final bill must be submitted within this thirty (30) calendar day period.

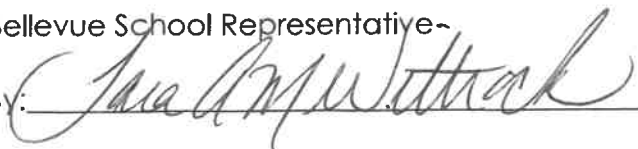
If either party deems that additional testing is needed in order to provide an appropriate evaluation, that party may request this additional assessment and therefore, it may be performed according to a mutually agreed upon financial consideration. If the school system should challenge particular results, then the system is still responsible for financial payment to the examiner. The school system, however, will retain the right to choose how the evaluation is used, whether or not they want the same examiner to evaluate further, according to the aforementioned provision for additional testing, or whether they prefer to engage another examiner for an independent evaluation.

In witness whereof, the parties have executed this agreement in duplicate originals one of which is retained by each of the parties the day and year first written above.

Forward Focus Psychological Associates, PLLC

By: 
Licensed Psychologist

Bellevue School Representative~

By: 

Service Contract for Therapy Services
PEDIATRIC THERAPY SPECIALISTS DBA EMPOWER HOUSE
and
BELLEVUE 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 **BELLEVUE INDEPENDENT SCHOOLS, 219 Center Street, Bellevue, KY 41073 (BELLEVUE INDEPENDENT SCHOOLS)**.

WHEREAS, BELLEVUE 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 **BELLEVUE INDEPENDENT SCHOOLS** utilizes the services of a **Physical Therapist (PT)** along with related specialist and equipment; and

WHEREAS, BELLEVUE INDEPENDENT SCHOOLS desires to secure the services of **Empower House**, to provide and direct the provision of **PT** related services on behalf of **BELLEVUE 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. BELLEVUE INDEPENDENT SCHOOLS agrees to:

1. Pay **Empower House** for **PT** services delivered to or on behalf of students with disabilities enrolled in **BELLEVUE 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 and at the rate of **\$45.00** per hour for services by a licensed Physical Therapy Assistant.

2. Pay **Empower House** for such **PT** services delivered during the period of **July 1, 2022 – June 30, 2023** on academic dates reflected on the District's School Calendar adopted by **BELLEVUE 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 **BELLEVUE INDEPENDENT SCHOOLS's** policy. **BELLEVUE 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 services to eligible students with disabilities enrolled in the **BELLEVUE INDEPENDENT SCHOOLS** District, as identified by the district's Director of Special Education, and perform all related record keeping, for the between July 1, 2022-June 30, 2023, on academic dates reflected on the District's School Calendars adopted by **BELLEVUE INDEPENDENT SCHOOLS**, and excluding school holidays and in-service days.

2. Maintain confidentiality of student records and **PT** records in accordance with **BELLEVUE 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 **BELLEVUE INDEPENDENT SCHOOLS** and said time sheets subject to approval for reimbursement by the party of **BELLEVUE INDEPENDENT SCHOOLS**. Time sheets will be submitted to **BELLEVUE 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** 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, 2022 through June 30, 2023, 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 **BELLEVUE INDEPENDENT SCHOOLS** District. Aside from the aforementioned obligations to provide for the **PT** 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** 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 BELLEVUE INDEPENDENT SCHOOLS shall be Designated as the drafter of this Service Agreement.

Date _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT entered into this 15th day of August 2022 by and between **Mobility on the Move**, a provider of orientation and mobility services for the visually impaired, and Board of Education of **Bellvue Local Schools** (also hereinafter "School District"). The service providing specialist for Mobility on the Move is **Marshá Gerton** of Cincinnati, OH 45224 (also hereinafter "Gerton")

WHEREAS, the School District of Bellvue Local Schools, Special Education Department, has determined that the School District needs to provide Orientation and Mobility Services to students with visual impairments as a service needed to implement the Individual Education Program of identified students and has determined that this need cannot be met by existing district staff: and

WHEREAS, Gerton is a Certified Orientation and Mobility Specialist and has experience in providing such services, and

WHEREAS, the School District desires to enter into a contract with Gerton for the providing of Orientation and Mobility services and related services, and

WHEREAS, Gerton desires to enter into a contract with School Districts to provide Orientation and Mobility services and related services, and

WHEREAS, the parties desire to reduce the terms of their agreement to writing.

TO WIT:

NOW, THEREFORE, for and in consideration of the mutual promises herein set forth, the School District and Gerton do hereby agree as follows:

1. Gerton shall provide Orientation and Mobility services to the School District under the direction of Tara Wittrock, Special Education Director. In addition, Gerton will perform Orientation and Mobility evaluations and assessments as requested by the School District, and will prepare the reports of said evaluations and assessments, and will provide said reports to the School District. Gerton will also attend Admissions and Release Committee meetings as requested by the School District Representative or Director of Special Education and following state and local guidelines.

2. Services will be provided to meet the specifics of each student's Individual Education Program ("IEP"). Instruction shall be provided at the school and within the community during the school day or as otherwise scheduled.

3. The School District agrees to pay Gerton for the services provided pursuant to this contract the sum of Three hundred(\$300.00) dollars for Orientation and Mobility Assessments, One Hundred and Twenty-five (\$125.00) Dollars per hour working with the student, and the amount of Ninety (\$90.00) Dollars per hour for travel time from the location of Gerton's residence in Cincinnati, Ohio, to each school or schools the said services are to be provided and from said school(s) or community to Gerton's residence in Cincinnati, Ohio. Gerton will bear her own transportation expenses, will furnish her own vehicle, her own auto insurance, fuel and maintenance and will not be reimbursed by the School District for travel expenses except in the event that overnight lodging is required, in which event such expense shall be borne by the School District.

In the event that supplies or equipment are needed in order to provide any of the services to be performed pursuant to this Contract, Gerton will seek prior approval from the School District prior to incurring any such expenses. School District will provide a purchase order for any approved expense and supplies and/or equipment will remain property of the School District.

4. On or before the 15th day of each month during the term of this contract, Gerton shall submit to the School District an itemized invoice for services rendered under this contract and expenses incurred pursuant hereto the preceding calendar month. Invoices for services and expenses shall be payable following district guidelines for approved vendors.

5. Gerton shall maintain liability insurance at the level of \$1 million covering her services provided pursuant to this Contract. A copy shall remain on file prior to providing services.

6. In providing services pursuant to the Contract, Gerton is, and for all purposes shall be deemed to be, an independent contractor and is not, and shall not be considered, an employee of the School District, and shall not represent to anyone that she is an employee of the School District.

7. The parties know that there may be occasions when a student for whom Orientation and Mobility services are to be provided pursuant to the Contract, is absent from school and will, therefore, not be available to receive the scheduled Orientation and Mobility services, or will not be available for scheduled evaluation or assessment. In such event, it shall be the responsibility of the School District to notify Gerton of the student's unavailability in sufficient time so as to avoid Gerton's traveling to the school only to find that the child to be served is not present. Gerton shall provide the school personnel with her cell phone number so as to enable the school staff to notify her of such absences. In the event that Gerton does not receive timely notification of the student's unavailability to receive the services to be provided pursuant hereto (or to be evaluated or assessed), the School District agrees that Gerton will be paid for her time for traveling to and from (or partially to and from as the case may be) the subject school at the hourly rate hereinabove specified.

8. The parties agree to comply with all applicable laws and regulations concerning the performance of the Contract.

9. Each party certifies that it/she will not discriminate in any of the services provided in connection with the Contract on the basis of race, gender, national origin, religion, age, creed, political affiliation or disabling condition.

10. 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.

11. If any section, paragraph, or clause of this contract shall be held invalid by any court or competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions hereto.

12. This Contract shall be governed by and constructed in accordance with the laws of the Commonwealth of Kentucky.

13. This writing reflects the entire agreement between the parties. No change or modification of this Contract shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.

14. This Contract will be in effect for the School District's 2022-2023 school year. A new Contract may be renewed annually based upon evaluation of the effectiveness of the services rendered in meeting the goals set forth herein, funding availability, and upon mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Contract the day, month, and year above written.

Bellevue Independent SCHOOL DISTRICT

By Ma By White

Title Director of Special Populations

SECOND PARTY

Marshá Gerton, COMS