



FLOYD COUNTY BOARD OF EDUCATION

Anna Whitaker Shepherd, Superintendent

442 KY RT 550

Eastern, KY 41622

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www.floyd.kyschools.us

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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): Limited contract for services with Professional Psychologist Kendall Epperson to meet assessment needs for the 2022-2023 school year.

Applicable State or Regulations: Relates to 707 KAR 1:290, 707 KAR1:300, 707 KAR 1:310, 707 157.220, 157.224, 157.260, 167.015

Fiscal/Budgetary Impact: Cost for each evaluation will be based upon the contracted fee schedule as indicated in the limited contract. The cost of these professional services will come from IDEA funding.

History/Background: To ensure required evaluation timelines are met in order to meet indicator compliance with 100% accuracy, an additional psychologist is needed throughout the year.

Recommended Action: Approve the limited contract with Professional Psychologist Kendall Epperson for the 2022-2023 school year.

Contact Person(s): Cinda Francis, Chief of Special Education, 606.886.2354

N/A
Principal

Cinda Francis
Director

Anna W. Shepherd
Superintendent

Date: 1/13-23

Floyd County Schools
442 KY RT550
Eastern Ky. 41622
606-886-2354

CONTRACTUAL AGREEMENT

This agreement, made and entered into the 9th day of January 2023, by and between the Floyd County Schools, hereinafter referred to as "FCS," and KENDALL EPPERSON, hereinafter referred to as "CONTRACTUAL CONSULTANT."

The effective date for service to begin is January 1, 2023. Contract expires on June 29, 2023.

The CONTRACTUAL COSULTANT hereby agrees to provide evaluation, consultation, and therapy services to the Floyd County School District. There will be no reimbursement for travel.

Financial consideration for the cost of performance of this agreement will be as follows:

Intellectual Assessments

WISC-V	\$200
WAIS-IV	\$200

Visual-Motor Integration

Beery VMI	\$20
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Formal Report

Returned within 20 days after all information received	\$50
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Consultation

During ARC meeting	\$60/hr.
Formal interview with parents/teacher	\$60/hr.

Evaluation, consultation, and therapy services will be in compliance with Kentucky Administrative Regulations and the Individuals with Disabilities Education Act (IDEA) certifying children and youth with disabilities.

The Director of Special Education will be the initiator of all request for evaluations from the CONTRACTUAL CONSULTANT.

Typed evaluation reports must be submitted to FCS within (20) school days after testing. No payment will be rendered for partial evaluations.

The CONTRACTUAL CONSULTANT will not take original educational records of children and youth from the participating local school districts.

Testing kits and protocols will be supplied by the CONTRACTUAL CONSULTANT. Used protocols are regarded as property of the CONTRACTUAL CONSULTANT. Typing and photocopying are the responsibility of the CONTRACTUAL CONSULTANT. Services will be evaluated on an ongoing basis by personnel and parents in the school system served. The CONTRACTUAL CONSULTANT shall submit grant evaluation reports, and other reports as required by its superintendents, and the rules and regulations of the STATE BOARD OF EDUCATION.

The CONTRACTUAL CONSULTANT will secure and maintain professional liability insurance throughout the term of this agreement and provide evidence of insurance to FCS before performing services. The CONTRACTUAL CONSULTANT will give written notice to FCS within twenty-four (24) hours if the insurance coverage required by this paragraph expires or is otherwise terminated.

The CONTRACTUAL CONSULTANT represents that all employees of the CONTRACTUAL CONSULTANT providing evaluation, consultation, and therapy services pursuant to this agreement are licensed by the State of Kentucky. The CONTRACTUAL CONSULTANT will provide FCS with evidence of licensure of all employees before services are performed by the employee. The CONTRACTUAL CONSULTANT will give FCS written notice within twenty-four (24) hours if any action is taken to revoke, suspend, limit, or otherwise restrict the license of any employee providing services pursuant to this agreement.

The CONTRACTUAL CONSULTANT will submit a bill each calendar month listing the services delivered, the date of service, site of service, amount due per district, and the total amount due. Payment is to be made within twenty (20) calendar days thereafter.

Either party may terminate this contract upon a fifteen (15) 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 fifteen (15) calendar day period.

If any 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 a participating local school district should challenge particular evaluation results, then FCS is still responsible for financial payment to the examiner. The local school district, 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.

The CONTRACTUAL CONSULTANT authorizes payment to the local school districts from the Kentucky Medical Assistance Program, hereinafter referred to as KMAP, for covered services provided by the CONTRACTUAL CONSULTANT and specified by the criteria of this contract. The CONTRACTUAL CONSULTANT, personally, cannot bill the KMAP for any service that is reimbursed to the local school district as a part of this contractual agreement, and is solely and completely responsible for all documents submitted to the local school district for the purposes of KMAP reimbursement in the name of the CONTRACTUAL CONSULTANT for services provided.

In witness whereof, the parties have executed this document the day and year first written above.

Kendall Epperson
(Licensed Psychological Practitioner)

By: 
(Signature of Psychological Practitioner)
Kendall Epperson, MS, NCSP, LPP
License #114283

Anna Shepherd
(Superintendent)

By: _____
(Signature of Superintendent)

Cinda Francis
(Director of Special Education)

By: _____
(Signature of Director of Special Education)

Account Number: KY EPPK 1431

Date: 11/21/22 Initials: LPD

CERTIFICATE OF INSURANCE

ALLIED WORLD INSURANCE COMPANY
C/O: American Professional Agency, Inc.
95 Broadway, Amityville, NY 11701
800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named Insured(s) as stated.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.

Name and Address of Named Insured:

KENDALL A EPPERSON JR
PO BOX 1438
PRESTONSBURG KY 41653

Additional Named Insureds:

Type of Work Covered: PROFESSIONAL PSYCHOLOGIST

Location of Operations: N/A

(If different than address listed above)

Claim History: None

Retroactive date is 11/18/2022

Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	5014-1820	11/18/2022	11/18/2023	1,000,000 3,000,000

NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED, WHO SHALL ACT ON BEHALF OF ALL INSURED WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments: Defense Reimbursement Proceedings Limit is \$5,000.

This Certificate Issued to:

Name: KENDALL A EPPERSON JR
PO BOX 1438

Address: PRESTONSBURG KY 41653


Authorized Representative