

**Powell County Board of Education**

**CONTRACT FOR SERVICES**

This CONTRACT FOR SERVICES made and entered into this 1st day of June, 2022 by and between **POWELL COUNTY BOARD OF EDUCATION** (hereinafter "Board") of Stanton, Powell County, Kentucky, 40380 and **DEANA BROOKS CONSULTING, LLC** (hereinafter "contractor") of Stanton, Powell County, Kentucky 40380.

**WITNESSETH:**

WHEREAS, the BOARD desires to employ the CONTRACTOR to provide certain services for students ages 3-21 and, WHEREAS, it is the desire of both the BOARD and the CONTRACTOR herein, that the agreement by and between the parties be reduced to writing; NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, it is hereby mutually understood and agreed by and between the BOARD and the CONTRACTOR, as follows:

1. The effective date of this contract shall be the June 1, 2023.
2. The CONTRACTOR shall provide the following:
  - a. The CONTRACTOR shall perform evaluations on those students selected by the BOARD'S designee. Evaluation permission will be obtained before evaluations will be administered.
  - b. The CONTRACTOR shall develop treatment plans and work with the classroom teachers, aides and parents in setting up a daily program for those students who have been evaluated as outlined in No. (a) Above.
  - c. The CONTRACTOR shall coordinate and provide physical therapy related in-service programs for educational personnel.
  - d. The CONTRACTOR shall provide therapy to selected students when it is determined that the skill and knowledge of a therapist is required to implement or revise the treatment plan.
  - e. The CONTRACTOR will maintain records on each student treated in accordance with legal and professional standards. The charts will become the property of the BOARD at the end of the school term.
3. The BOARD shall pay for the services detailed above, the following: \$80.00 per hour for services provided to students ages 3-21 years of age. The above services are subject to the approval of the Coordinator of Exceptional Children. Time spent for Physical Therapy Services shall not exceed what is considered reasonable and necessary by mutual agreement of the BOARD and CONTRACTOR.

The BOARD shall provide a place for the services described above to be performed and the services shall be performed at the appropriate school site in Powell County, Kentucky, as the BOARD may decide.

The BOARD will provide the necessary supplies and/or equipment for the classroom use.

The parties intend that an independent contractor relationship will be created by this contract. The BOARD is interested only in results to be achieved, the conduct and control of the work to be performed will lie solely with the CONTRACTOR.

The BOARD is not liable for Social Security contributions pursuant to Section 418.42 U.S. Code or Federal Local Tax Withholding or any other fringe benefit program relative to the compensation of the CONTRACTOR during the period of this agreement.

Subject to the provisions for termination as hereinto provided, the terms of this agreement shall begin and shall terminate at the end of the school year. Any party may terminate this agreement prior to the conclusion of the term provided that a thirty (30) day written notice is given by registered mail.

The work to be performed under this contract will be performed entirely at the risk of the CONTRACTOR and the CONTRACTOR agrees to assume all responsibility for any claims, demands, actions, or causes for action which might be asserted by clients, student, employees, parents or any other persons as a result of services performed by the CONTRACTOR. The CONTRACTOR agrees to indemnify and hold the BOARD harmless for any or all liability of loss arising in any way out of the performance of this contract by the CONTRACTOR. The CONTRACTOR understands the BOARD has no insurance to cover the CONTRACTOR for any claims, demands, actions or causes of action which might be asserted by clients, students, employees, parents or any other persons as a result of services performed by the CONTRACTOR under this contract.

The CONTRACTOR agrees to perform said services in full compliance of the Federal Civil Rights Act of 1977, which states, "No person in the United States shall on the ground of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, or be subjected discrimination under any program or activity receiving federal financial assistance".

The BOARD certifies by the signature of its superintendent shall comply with the special conditions of the contract relative to equal opportunity during the performance of this contract.

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CONTRACTOR Signature

Deana Brooks, PT

Deana Brooks Consulting, LLC

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DATE

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SUPERINTENDENT Signature

Powell County Board of Education

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DATE

**CONFIDENTIALITY STATEMENT**

BY SIGNING THIS CONFIDENTIALITY STATEMENT, I understand that all information regarding patients and former patients must be kept confidential under the provisions of KRS 210, 235, and the Federal Register, Volume 40 No. 127 July 1, 1975. And I understand that the information which I receive may only be used for educational purposes within the Powell County Schools to carry out the prescribed program of treatment of the patient involved unless the patient and his/her guardian shall knowledgeably consent to the release of the information. I am aware that violation of this requirement of confidentiality is punishable by a fine of up to \$5,000.00 or imprisonment for a term not to exceed five years, or both, pursuant to KRS 210.991.

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CONTRACTOR Signature

Deana Brooks, PT

Deana Brooks Consulting, LLC

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DATE