

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 specialists and equipment; and

WHEREAS, Bellevue Independent Schools desires to secure the services of **Empower House,** to provide and direct the provision of **PT** 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 as available 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. Reimbursement will be at the rate of:

\$67.00 per hour for services provided by a licensed **PT**

\$46.00 per hour for services provided by a licensed Physical Therapy Assistant (PTA)

2. Pay **Empower House** for such **PT** services delivered during the period of **July 1, 2023 – June 30, 2024** 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'** 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, OT, and SLP services as available to eligible students with disabilities enrolled in the **Bellevue Independent School** District, as identified by the district's Director of Special Education, and perform all related record keeping for services between **July 1, 2023 – June 30, 2024**, 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 therapy 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 that will include itemized time and total hours worked at each school. Time sheets will be submitted to **Bellevue Independent Schools** by the 10th of each month. Payment will be rendered after board approval but not more than two (2) weeks after board approval.

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.

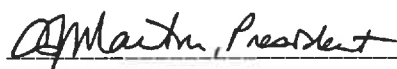
TERMS OF SERVICE CONTRACT

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.

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:

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Amy J. Martin, President
Pediatric Therapy Specialists, Inc.
DBA Empower House

7/13/23
Date

 _____

Misty Middleton, Superintendent
Bellevue Independent Schools

8/7/23
Date

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Tara Wittrock, Director of Special Education
Bellevue Independent Schools

8/7/23
Date

Date