



220 Main Street  
Paintsville, KY 41240  
606-789-2654

## CONTRACTUAL AGREEMENT

This agreement, made and entered into the \_\_\_\_\_, by and between the PAINTSVILLE INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "PISD," and Associates in Rehab, hereinafter referred to as "CONTRACTUAL AGENT."

The effective date for service to begin is 07/01/2024. Contract expires on 06/30/2025.

The CONTRACTUAL CONSULTANT hereby agrees to provide evaluation, consultation, and therapy services up to the Paintsville Independent School District. There will be no reimbursement for travel.

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

<b>Evaluation</b>	<b>\$95 each session</b>
<b>Therapy</b>	<b>\$50 each 30-minute session</b>
<b>Meetings (if Applicable)</b>	<b>\$25 each 15 minutes (rounding up after 8 minutes)</b>

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.

Typed evaluation reports must be submitted to PISD within (10) school days after testing. No payment will be rendered for partial evaluations.

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

The CONTRACTUAL AGENT will provide individual student progress reports for each nine week grading period.

The CONTRACTUAL AGENT will complete proper documentation for Medicaid billing using the school's direct billing software.

Testing kits and protocols will be supplied by the CONTRACTUAL AGENT. Used protocols are regarded as property of the CONTRACTUAL AGENT. Typing and photocopying are the responsibility of the CONTRACTUAL AGENT. Services will be evaluated on an ongoing basis by personnel and parents in the school system served. The CONTRACTUAL AGENT 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 AGENT will secure and maintain professional liability insurance throughout the term of this agreement and provide evidence of insurance to PISD before performing services. The CONTRACTUAL AGENT will give written notice to PISD within twenty-four (24) hours if the insurance coverage required by this paragraph expires or is otherwise terminated.

The CONTRACTUAL AGENT represents that all employees of the CONTRACTUAL AGENT providing evaluation, consultation, and therapy services pursuant to this agreement are licensed by the State of Kentucky. The CONTRACTUAL AGENT will provide PISD with evidence of licensure of all employees before services are performed by the employee. The CONTRACTUAL AGENT will give PISD 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 AGENT will submit a bill on the 5<sup>th</sup> day of each 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 thirty (30) calendar days thereafter. Therapy logs will be kept through PISD's direct billing software.

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.

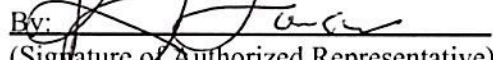
If a participating local school district should challenge particular evaluation results, then PISD is still responsible for financial payment to the examiner. The local school district, however, will retain the right to choose how the evaluation is used, whether or not they want the same examiner to evaluate further, according to the aforementioned provision for additional testing, or whether they prefer to engage another examiner for an independent evaluation.

The CONTRACTUAL AGENT 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 AGENT and specified by the criteria of this contract. The CONTRACTUAL AGENT, 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 KMAP documents submitted by the local school district in the name of the CONTRACTUAL AGENT for services provided.

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

K. Shane Lawson

(Authorized Representative)

By:   
(Signature of Authorized Representative)

Name of AGENT K. Shane Lawson  
515 Broadway St, Paintsville, KY 41240

Paul Baker  
(Director of Special Education)

By: \_\_\_\_\_  
(Signature of Director of Special Education)

David Gibson

(Superintendent)

By: \_\_\_\_\_  
(Signature of Superintendent)