

Paintsville Independent Schools
220 Main St.
Paintsville, KY 41240
606-789-2654

CONTRACTUAL AGREEMENT

This agreement, made and entered into the ___th day of June, 2024, by and between the PAINTSVILLE INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "PISD," and KENDALL EPPERSON, hereinafter referred to as "CONTRACTUAL CONSULTANT."

The effective date for service to begin is July 01, 2024. Contract expires on June 30, 2025.

The CONTRACTUAL CONSULTANT hereby agrees to provide evaluation, consultation, and therapy services 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:

Intellectual

Assessments

WISC-V **\$250**

WAIS-IV **\$250**

Visual-Motor Integration

Beery VMI **\$20**

Formal Report

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

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 requests for evaluations from the CONTRACTUAL CONSULTANT.

Typed evaluation reports must be submitted to PISD 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 PISD before performing services. The CONTRACTUAL CONSULTANT 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 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 PISD with evidence of licensure of all employees before services are performed by the employee. The CONTRACTUAL CONSULTANT 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 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 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 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)

David Gibson
(Superintendent)

By _____
By _____

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

(Signature of Superintendent)

Paul Baker
(Director of Special Education)

By: _____
(Signature of Director of Special Education)