

JESSE BACON, SUPERINTENDENT
ADRIENNE USHER, ASSISTANT SUPERINTENDENT
BRANDY HOWARD, CHIEF ACADEMIC OFFICER
TROY WOOD, CHIEF OPERATIONS OFFICER

TO: Dr. Jesse Bacon, Superintendent
FROM: Troy Kolb, Director of Special Education
DATE: July 9, 2024
RE: Request for Contracts

Presented are contracts from agencies with whom the Special Education Department conducts business each year. They have been reviewed by Emily Vessels, a colleague of Eric Farris of Dinsmore & Shohl LLP. We are requesting continuation of these contracts for the 2024-2025 school year:

Bright Stars Physical Therapy – Laura Stone, PT, PSC – Mrs. Stone provides physical therapy evaluations and services for students who have PT on their Individual Educational Plan. She also provides supervision required by license for the Physical Therapy Assistants employed by the District.

Applied Behavioral Advancements - ABA delivers services in the area of Applied Behavioral Analysis. Their services entail the identification of goals and objectives, the measuring of target behaviors, the evaluation of current levels of performance, the design and implementation of interventions, ongoing measurements of target behaviors and peer training.

Language In Motion - LIM provides qualified substitutes for the Educational Interpreters employed by the District. Educational Interpreters provide access to curriculum for students who are deaf or hard-of-hearing. This agency also provides interpreters for needs our employed interpreters aren't able to provide including caseload overflow, meetings, extracurricular activities and graduation.

On Track Orientation and Mobility - On Track works with students who have visual impairments to navigate safely through various environments, including schools.

Please let me know if you have any questions about this request.

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

Laura Stone PT, PSC

9409 Chanteclair Drive
Prospect, KY 40059
(502)262-2009

SERVICE CONTRACT AGREEMENT

This agreement is entered into between the Professional Services Corporation known as "Laura Stone PT PSC", hereinafter referred to as the "Party of the First Part;" and the Bullitt County Board of Education, referred to as the "Party of the Second Part;" by agreement this date July 1, 2024 for the purpose of providing Physical Therapy Services.

WITNESSETH

WHEREAS, the Bullitt County school district operates for the purpose of serving handicapped children; and WHEREAS, the Party of the First Part is licensed or certified in the State of Kentucky and desires to provide services for children enrolled in the District's Area.

NOW, THEREFORE, for and in consideration of, the promises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

SERVICES

In consideration for the subject services described below, the Party of the Second Part agrees to:

- (A) Reimburse the party of the First Part upon receipt of a statement of delivered services not to exceed \$ 45,000.00 at the rate of \$ 65.00 per hour.

The Party of the First Part does hereby agree to provide the Party of the Second Part the following services between this date and June 30, 2025:

- A. (A) Supervisory and Evaluation Physical Therapy Services.

INSURANCE

During the term of this agreement, the Party of the First Part shall maintain professional liability insurance and will provide a certificate of same to the Party of the Second Part.

ENTIRE AGREEMENT

The District shall not be liable for damage to Party of the First Part's vehicle using parking facilities associated with the District, including theft, collision, fire, or any other damage to such vehicle and the District shall not be responsible for items left in such vehicle. Party of the First Part acknowledges that providing the Physical Therapy Services involves travel to schools within the District and shall indemnify the District and hold harmless from all loss, damage, liability, cost or expense incurred, suffered, or claimed by any person or entity by reason of the Party of the First Part or in connection with the travel needed to provide the Physical Therapy Services. The District requires the Party of the First Part to maintain adequate insurance during the term of the Service Contract Agreement, including for any loss or damaged incurred by the Party of the First Part arising from illness or injury suffered in the course of the travel specified in this Service Contract Agreement.

This agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding or obligating upon the parties hereto. This agreement supersedes all prior agreements, contracts, and understandings, whether written or otherwise, between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, Laura Stone PT, PSC and the Party of the Second Part have duly executed this agreement on the day and year just written.

WITNESS:

Laura Stone PT PSC
Party of the First Part

Date 07/08/2024

**In accordance with applicable law, I am signing this form electronically. By typing my name, I am confirming that I am the individual providing the above report and am signifying my intent to sign electronically

WITNESS:

Party of the Second Part (Superintendent, BCPS)

Date

PROFESSIONAL SERVICE AGREEMENT

This is a binding agreement between the Board of Education of Bullitt County Kentucky, having its principal place of business at 1040 Highway 44 East, Shepherdsville, KY 40165 and Applied Behavioral Advancements, LLC, having its principal place of business as 204 E. Oak St., Somerset, KY 42501. This agreement shall begin on July 01, 2024 and end on June 30, 2025. This agreement may be extended per written request from the Board of Education of Bullitt County Kentucky.

WITNESSETH:

The Board of Education of Bullitt County Kentucky desires to have the following services performed within the school setting: Selection of interfering behavior or behavioral skill deficits, Identification of goals and objectives, Establishment of a method of measuring target behaviors, Evaluation of the current levels of performance, Design and implementation of the interventions that teach new skills and/or reduce interfering behaviors, On going measurement of target behaviors to determine the effectiveness of the intervention, Means and methods for peer training and Billing procedures and breakdown for services proposed.

NOW, THEREFORE, it is mutually agreed as follows:

- I. Applied Behavioral Advancements, LLC will address the following components at a minimum within the public school setting:
 1. Selection of interfering behaviors or behavioral skill deficits.
 - a. This will be accomplished through direct observation, interviews with teachers, paraprofessionals, parents, and others.
 - b. Formal assessment such as the ABLLS or VB-MAPP protocol, will be completed as deemed clinically necessary.
 2. Identification of goals and objectives:
 - a. Goals and objectives will be identified through the functional assessment process and/or formal protocol (ABLLS or VB-MAPP).
 - b. All goals and objectives will be reviewed with the school team to allow for collaboration and likelihood of success.
 - c. All goals and objectives will be identified with a hierarchy of need based upon team input.
 3. Establishment of a method of measuring target behaviors.
 - a. Applied Behavioral Advancements, LLC will review all current school based documentation for appropriateness of measuring target behaviors.
 - b. Applied Behavioral Advancements, LLC will provide additional data collection forms if the current school documentation is considered insufficient to capture the parameters of target behaviors.
 - c. Applied Behavioral Advancements, LLC will work with the teachers and paraprofessionals to determine the most effective method of data collection.
 4. Evaluation of the current levels of performance.
 - a. Applied Behavioral Advancements, LLC will evaluate the current levels of performance through direct observation, assessment of academic documentation, and interviews with school personnel.
 - b. Additional assessment protocols (ABLLS, VB-MAPP) will be completed as deemed clinically necessary.
 5. Design and implementation of the interventions that teach new skills and/or reduce interfering behaviors.

- a. Applied Behavioral Advancements, LLC will provide a written behavior support plan based upon a functional assessment.
 - b. Applied Behavioral Advancements, LLC will train all staff on the interventions contained in the behavior support plan and ensure competency of intervention for all staff.
6. Ongoing measurement of target behaviors to determine the effectiveness of the intervention.
- a. Applied Behavioral Advancements, LLC will determine the effectiveness of interventions based upon review of collected data, interviews with school personnel, and direct observation.
 - b. Applied Behavioral Advancements, LLC will provide written progress reports to the school team documenting the effectiveness of the intervention.
 - c. All interventions will be amended or revised as clinically necessary with the input of the school team.
7. Means and methods for peer training in the above.
- a. Applied Behavioral Advancements, LLC will provide ongoing peer training through the method of class wide instructional lessons and social groups.
 - b. Applied Behavioral Advancements, LLC will provide individual instruction to students based upon school personnel referral and parental permission.
8. Billing procedures and a breakdown of services provided.
- a. Applied Behavioral Advancements, LLC will invoice Bullitt County Public Schools monthly for all services rendered with specific dates, time in, time out, and a progress note detailing each service date.
 - b. Applied Behavioral Advancements, LLC will bill Bullitt County Public Schools a rate of \$110/hour for Board Certified Behavior Analysts, and \$80/hour for Behavior Specialists.
 - c. Applied Behavioral Advancements, LLC will perform the following services in agreement with the Bullitt County Public Schools:
 - i. Formal functional assessment with written report: not to exceed 10 hours
 - ii. Formal written behavior support plan including staff training: not to exceed 6 hours
 - iii. Ongoing monitoring of the behavior support plan: hours in agreement with Bullitt County Public Schools.
 - iv. Direct instruction of skill acquisition with students: hours in agreement with Bullitt County Public Schools

II. The Board of Education of Bullitt County Kentucky agrees to pay Applied Behavioral Advancements, LLC only for services outlined above for the mutually agreed number of hours listed in section I;8. For consultation and training purposes only, documentation of agreement for hours may also include written letter and/or email communication between Applied Behavioral Advancements, LLC's Executive Director and the Director of Special Education Programs for the Board of Education of Bullitt County Kentucky or documented designee.

III. In the performance of this Agreement, Applied Behavioral Advancements, LLC shall perform as an independent contractor. Applied Behavioral Advancements, LLC shall not be considered an agent, employee, or servant of the Board of Education of Bullitt County Kentucky for any purpose. It is understood that the Board of Education of Bullitt County Kentucky does not agree to use Applied Behavioral Advancements, LLC exclusively and that Applied Behavioral Advancements, LLC is free to contract for similar services to be performed for others. The Board of Education of Bullitt County Kentucky is interested only in the results to be achieved and the conduct and control of the work will be solely with Applied Behavioral Advancements, LLC. None of the benefits provided by the Board of Education of Bullitt County Kentucky to it's

employees, including, but not limited to, worker's compensation insurance and unemployment insurance, are available from the Board of Education of Bullitt County Kentucky to the contractors, employees, agents or servants of Applied Behavioral Advancements, LLC. Applied Behavioral Advancements, LLC will be solely and entirely responsible for his acts.

- IV. Applied Behavioral Advancements, LLC shall indemnify, save and hold harmless the Board of Education of Bullitt County Kentucky and its agents for any and all liability or loss and against all claims or actions based upon or arising out of damage or injury to persons or property caused by or sustained in connection with the performance by Applied Behavioral Advancements, LLC under this Agreement. Furthermore, Applied Behavioral Advancements, LLC shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws as applicable to the performance by Applied Behavioral Advancements, LLC under this agreement.
- V. Applied Behavioral Advancements, LLC agrees to maintain professional liability insurance of at least \$1 million.
- VI. Applied Behavioral Advancements, LLC will comply with all existing federal, state and local laws and regulations applicable thereto.
- VII. Applied Behavioral Advancements, LLC will comply with the Kentucky Civil Rights Act of 1977 and with civil rights requirements set forth in 45 CPR Parts 80, 84 and 90.
- VIII. To enable Applied Behavioral Advancements, LLC to provide services, it may be necessary that ABA, LLC have access to certain Confidential and Proprietary Information (a confidentiality agreement in accordance with the Health Information Portability and Accountability Act [HIPAA]), incorporated herein by reference. The Board of Education of Bullitt County Kentucky is willing to provide Confidential and Proprietary Information to Applied Behavioral Advancements, LLC, as may be required for Applied Behavioral Advancements, LLC's performance under this Agreement, on the condition that all ABA, LLC contractors, employees, agents or servants agree to protect the confidentiality of such information. A material breach of confidentiality may be grounds for the Board of Education of Bullitt County Kentucky to terminate this Agreement immediately.
- IX. Except as otherwise provided in Paragraph VIII above, either party may terminate this Agreement on 30 days' written notice.
- X. This Agreement contains the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This Agreement may not be modified except by a writing signed by the Board of Education of Bullitt County Kentucky and Applied Behavioral Advancements, LLC.
- XI. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to the time lost because of such delay.
- XII. This Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their permitted successors in interest and permitted assigns. Contractor may not be assign, without the prior written consent of the Board of Education of Bullitt County Kentucky, Contractors rights, duties, or obligations under this Agreement to any person or entity, in whole

or in part, whether by assignment, merger, transfer or assets, or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

- XIII. Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt thereof; and (ii) if mailed, seven days after deposit in the U. S. Mail, postage prepaid, certified mail, return receipt requested. All notice shall be addressed to the parties at the addresses set forth on the first page of this agreement.
- XIV. All provisions of this Agreement relating to confidentiality or to payment of fees shall survive termination of this Agreement.
- XV. The waiver or failure of either party to exercise any right provided for in this Agreement shall not be deemed a waiver of any further right under this agreement.
- XVI. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion of this Agreement, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.
- XVII. Any rights or remedies set forth in this Agreement are in addition to any other rights and remedies available to either party at law or in equity.
- XVIII. The parties agree that this Agreement is for the benefit of the Board of Education of Bullitt County Kentucky and Applied Behavioral Advancements, LLC and is not intended to confer any rights or benefits on any third party, and that there are no third-party beneficiaries to this Agreement or any part or specific provision of this Agreement.

IN TESTIMONY WHEREOF, WITNESS the signatures of the parties.

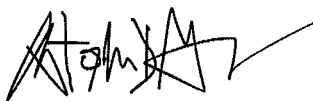
The Board of Education of
Bullitt County Kentucky

By: _____

Title: _____

Date: _____

Applied Behavioral Advancements, LLC

By: 

Christopher D. George, M.Ed, BCBA, LBA
Owner/Executive Director

Date: 06/11/2024



ASL Interpreting Services Proposal

Prepared for:
Bullitt County Public Schools

Prepared by: Molly Howard
Language in Motion
March 2024

Rates: Our rates include a one-hour minimum and are per interpreter.

In Person:

- During Business Hours (Monday-Friday 8:00am-5:00pm EST):
 - \$70/hour (After the first hour, time is billed in 15 min increments)
 - \$70/hr travel time*
- After Hours (Monday-Friday 5:00pm-8:00am EST, weekends, and holidays)
 - \$75/hour (After the first hour, time is billed in 15 min increments)
 - \$75/hr travel time*

Virtual Interpreting: (LIM reserves the right to determine if this is appropriate or not)

- During Business Hours (Monday-Friday 8:00am-6:00pm EST):
 - \$70 for the first hour
 - \$70/hour for each additional hour billed in 15 min increments.
 - After Hours (Monday-Friday 6:00pm-8:00am EST, weekends, and holidays)
 - \$75 for the first hour
 - \$75/hour for each additional hour billed in 15 min increments.
- LIM reserves the right to determine if an assignment, based on its length or complexity, requires a team of interpreters.
 - Multiple assignments in the same location may be billed as one chunk of time.
 - Jobs outside of the Louisville Metro area may be charged additional travel time if an appropriate local interpreter cannot be found.

Cancellation/No-Show Policy: To avoid charges, cancellations must be made by phone or logging into the scheduling system with at least 24 hours notice. Appointments canceled with less than 24 hours notice will be billed for the full scheduled time. This includes consumer /no-shows.

Inclement Weather: LIM will not bill if the entire office/business is closed due to weather concerns; however, if the place of business is open to the public, the standard cancellation policy applies.

Payment Terms: Generally, invoices are emailed weekly for the prior week. Payment is due within 30 days of invoice date. Past due invoices are subject to a fee of \$50 or 10%, whichever is greater, added to the account monthly. Visa, Mastercard, Discover, American Express, ACH transfers, and checks are all accepted.

Subcontractors and Interns: LIM sends qualified interpreters for your specific need and location. We follow all applicable state and national laws. We may also send interns to either observe or assist a qualified interpreter. We have formal relationships with universities and other entities. If you would prefer not to have interns present, please let us know. We will assume that no communication means you are willing to welcome our interns into your establishment.

Videotaping: Interpreters hired through LIM shall not be videotaped without prior consent. If you would like to record the interpreter's work, please contact LIM for more information. Additional fees may apply.

Independent Contractor Status: The parties hereto are independent contractors at all times and neither shall be considered the employee, agent or partner of the other.

Grievance Procedures: Suggestions for improving LIM are always welcome. At some time during the contractual period, the AGENCY may have a complaint, suggestion or question regarding LIM Policies and Procedures or services. Good-faith complaints, questions and suggestions are also of concern to LIM. Please use the following guidelines when addressing concerns:

Within a week of the occurrence, please inform the Owner of LIM who will then investigate and attempt to provide a solution or explanation. AGENCY may also state the concern in writing and present it to the Owner of LIM. In order to resolve an issue through grievance procedures, a written statement must contain the following:

- Provide a specific complaint, suggestion or question.
- Describe what took place.
- Furnish date/s of incidents. Include names and title of individuals who are part of the grievance, suggestion or question.
- Include all supporting documentation

Termination of Services: Either party may terminate this Agreement without cause effective 30 days after receipt of written notice provided to the other party by the terminating party. Either party may terminate this Agreement with cause for any material breach of this Agreement upon notice served to the other party specifying the nature of the breach.

Hold Harmless: The parties hereto shall, and hereby do, indemnify and hold harmless the other party, its respective officers, directors, agents, representatives and employees from and against all liabilities, claims, losses, obligation, actions, demands, costs and expenses (including without limitation actual attorneys fees) liabilities resulting from their own acts or omissions in connection with the performance of this agreement.

Each party hereto shall, at its own sole cost and expense, procure and maintain such policies of professional liability and/or errors and omissions insurance, and other insurance as shall be necessary to insure them and their employees, agents or affiliates against any claim or claims for damages arising by reason of the performance by wither party of the obligations required by this agreement.

All disputes regarding this agreement shall be settled in Jefferson County. If any provision is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

The District shall not be liable for damage to LIM's vehicle(s) using parking facilities associated with the District, including theft, collision, fire, or any other damage to such vehicle and the District shall not be responsible for items left in such vehicle. LIM acknowledges that providing the interpreting services may involve travel to schools within the District or other locations outside the District and shall indemnify the District and hold harmless from all loss, damage, liability, cost or expense incurred, suffered, or claimed by any person or entity by reason of LIM or in connection with the travel needed to provide the interpretation services. The District requires LIM to maintain adequate insurance during the term of the ASL Interpreting Services Agreement, including for any loss or damaged incurred by LIM arising from illness or injury suffered in the course of the travel specified in the ASL Interpreting Services Agreement.

Acknowledgment: The following person agrees to the above contract, rates and cancellation policy in the contracting of interpreting services from LIM, for interpreting services provided to:

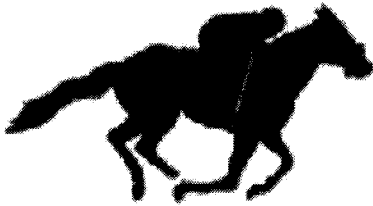
Representative Name: _____

Company Name: _____

Email: _____

Phone: _____

Signature: _____



Keeping you on track to
a life of independence!

On Track Orientation and Mobility LLC

This contract is entered into this 10 day of July 2024, by and between the Bullitt County School District, herein after referred to as the First Party, and On Track Orientation and Mobility, LLC 360 James Way, Frankfort, KY 40601, herein referred to as Second Party.

PARTIES:

The Bullitt County School District, Shepherdsville, Kentucky, Department of Special Education has established the need for provision of Orientation and Mobility (O&M) services to students with visual impairments on a case basis, unless otherwise agreed upon, the Certified Orientation and Mobility Specialist (COMS) shall provide services during the school day and has determined that this need cannot be met by existing district staff.

Christiana Gage provides O&M and has the expertise as described herein.

PURPOSE:

The purpose of this contract is to improve the availability of Orientation and Mobility services.

Now, therefore, for and in consideration of the mutual promises set out herein, it is hereby agreed by and between the parties hereto as follows:

1. The Second Party shall provide to the Special Education Department as an independent contractor, services under the direction of Troy Kolb, Director of Special Education.

2. The Second Party shall provide services which will be provided to meet the specific needs of each students' IEP, and may include attendance at the ARC meeting; progress monitoring; goal development; evaluation; and report writing (with ARC consent for same); instruction will be provided within the school and/or community as determined by the ARC.

3. The Board agrees the Second Party for the services provided in this contract in the amount of \$120 an hour for direct services to the school or student. No

additional expenses are to be reimbursed other than the purchase of canes for students in need. Mileage reimbursement will not be paid but rather the hourly rate will apply to travel from the home address (listed above) for the Second Party to the first school where services are provided and travel between school sites within the district to the home address of the Second Party.

4. The Second Party shall provide to the Bullitt County School District an invoice for services rendered under this contract and any agreed upon expenses to be reimbursed as noted in hourly rate.

5. The Second Party shall provide a completed background check of the person working with students to Troy Kolb , DoSE for Bullitt County School District .

6. The Second Party shall provide a copy of their liability insurance coverage for services being performed for the Bullitt County School District and coverage shall be \$1,000,000 minimum.

7. The contractor/vendor shall indemnify and hold harmless the Bullitt County School District , its employees and volunteers, against any and all claims, demands, or loss, including attorneys' fees, as a result of any injury which arises out of or is any way connected with the actions of vendors or vendors' agents, employees, or assigns.

8. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 "Debarment and Suspension."

9. This contract may be renegotiated based upon, but not limited to, increases in services to participants. Any modification shall be agreed to in writing and signed by both parties.

10. The staff providing services to the First Party herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the First Party.

11. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.

12. Each of the parties agrees to comply with all applicable law concerning the performance of the provisions of this contract.

13. The Second Party certifies that it shall not discriminate in any of the services performed in connection with this contract or in any program or activity it operates on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex, or disabling condition.

14. There will be no conflicts of interest, gratuities, and kickbacks to employees of the Bullitt County School District in connection with contracts for supplies or services whether such gratuities or kickbacks are direct or indirect.

15. If any section, paragraph, or clause of this contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions herein.

16. This contract is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

**Superintendent's Approval of Contract
Bullitt County School District**

Print Name

Signature

Date

Orientation and Mobility Specialist to provide services (Second Party)

Christiana Gage
Print Name

Christiana Gage
Signature

7/9/24
Date