

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

TO: Dr. Jesse Bacon, Superintendent *JTB*
FROM: Troy Kolb, Director of Special Education
DATE: August 1, 2024
RE: Request for Contract

Ohio Valley Education Cooperative provides a Diagnostician to assist with the administration of educational evaluations to students in the Special Education referral process. OVEC also provides Occupational Therapy and Speech Language Pathology services through an agreement with Hands on Therapy, a third-party agency.

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

SERVICE AGREEMENT

This Agreement for Services is entered into by and between the Bullitt County Board of Education, located at 1040 Highway 44 East Shepherdsville, Kentucky 40165, and the Ohio Valley Educational Cooperative ("OVEC") having an address of 100 Alpine Drive, P.O. Box 1249, Shelbyville, KY 40066.

- A. **Party Obligations.** In consideration of the terms and conditions contained herein, the parties agree to the following:
1. OVEC agrees to arrange for a fully qualified, licensed Evaluator ("Provider") to provide services during the 2024-2025 school year to children identified by the Bullitt County School District ("District") as needing such services, in accordance with the District's Special Education Procedures.
 2. Bullitt County Board of Education, in consideration of the above, agrees to pay OVEC the sum of \$30.00 per hour for services provided by the Provider, plus an additional 6.0% administrative fee.
 3. Bullitt County Board of Education will reimburse OVEC for travel expenses incurred by Providers while providing services on behalf of the District. Bullitt County Board of Education will not be liable to OVEC for any costs or expenses paid or incurred by Provider in performing services for Bullitt County. Bullitt County Board of Education is interested in the results obtained through the services provided by OVEC and Provider; Provider shall decide the methods and manner of performing the services required to achieve the desired outcome.
 4. OVEC is fully responsible for paying any local, state or federal income tax or other taxes required to be paid by law for remuneration pursuant to this Contract.
- B. **Terms and Termination.** The term of this Agreement shall be from July 1, 2024 through June 30, 2025. Either party may terminate this Agreement for any reason within ten (10) days' advance written notice.
- C. **Limitation of Liability, Hold Harmless Clause, and Insurance**
1. Bullitt County Board of Education and OVEC shall defend, indemnify and hold each other harmless from and against any and all claims, damages, loss, liability, and expenses, including reasonable costs, collection expenses, attorney's fees or court costs which may arise because of the negligence, misconduct or other fault of the indemnifying party, its officers, members, agents or employees in the performance of its obligations under this Agreement. This provision shall survive the termination or expiration of this Agreement.
 2. In no event shall either party be liable for special, incidental or consequential damages, lost profits, lost use of equipment, cost of substitute equipment or other operational costs.

3. Bullitt County Board of Education shall not be responsible for any tax liability incurred by OVEC or Provider for sums paid pursuant to this Agreement.

D. General Clauses.

1. This Agreement may not be assigned by either party without the express consent of the other party.
 2. Neither party shall be required to perform its respective obligations hereunder when such failure is the result of fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, sabotage, weather and energy related closings, governmental rules or regulations, or like causes beyond the reasonable control of such party.
 3. This Agreement shall be governed by the laws of the Commonwealth of Kentucky and any action filed in a court of law to enforce it shall be filed in Franklin County, Kentucky.
 4. Any notice or communication required to be given under this Agreement shall be sent by U.S. mail or hand-delivered to the other party at the address specified in the preamble to this Agreement, unless a party has notified the other party in writing of a new address.
- E. Provider shall not be considered an employee of the Bullitt County Board of Education. Nothing in this Agreement shall be construed as, or be deemed to create, a relationship of employer and employee, or principal and agent. As such, Provider shall not be entitled to paid vacation, sick leave, group health insurance, life insurance, participation in pension and profit sharing plans, workers compensation insurance, state or federal unemployment compensation insurance, FICA and other tax withholdings or any other benefits provided by the Bullitt County Public Schools.
- F. This Agreement shall constitute the entire agreement between the parties and may only be modified in writing signed by both parties.

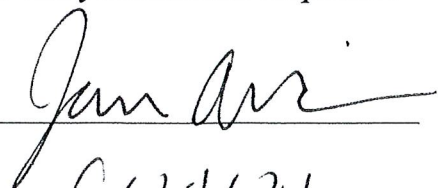
IN WITNESS WHEREOF, the parties hereto indicate their consent to this Agreement by the signatures of their duly authorized representatives.

Bullitt County Board of Education

By: _____

Date: _____

Ohio Valley Educational Cooperative

By:  _____
Date: 6/24/24

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- A. **Party Obligations.** In consideration of the terms and conditions contained herein, the parties agree to the following:
1. OVEC agrees to arrange for a fully qualified, licensed Physical Therapist (“Providers”) to provide services during the 2024-2025 school year to children identified by the Bullitt County School District (“District”) as needing such services, in accordance with the District’s Special Education Procedures.
 2. Bullitt County Board of Education, in consideration above, agrees to pay OVEC the sum of \$85.00 per hour for services plus an additional 6.0% administrative fee.
 3. Bullitt County Board of Education will reimburse OVEC for travel expenses incurred by Providers while providing services on behalf of the District. Bullitt County Board of Education will not be liable to OVEC for any costs or expenses paid or incurred by Provider in performing services for Bullitt County. Bullitt County Board of Education is interested in the results obtained through the services provided by OVEC and Provider; Provider shall decide the methods and manner of performing the services required to achieve the desired outcome.
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- B. **Terms and Termination.** The term of this Agreement shall be from July 1, 2024 through June 30, 2025. Either party may terminate this Agreement for any reason within thirty (30) days’ advance written notice.
- C. **Limitation of Liability, Hold Harmless Clause, and Insurance**
1. Bullitt County Board of Education and OVEC shall defend, indemnify and hold each other harmless from and against any and all claims, damages, loss, liability, and expenses, including reasonable costs, collection expenses, attorney’s fees or court costs which may arise because of the negligence, misconduct or other fault of the indemnifying party, its officers, members, agents or employees in the performance of its obligations under this Agreement. This provision shall survive the termination or expiration of this Agreement.
 2. In no event shall either party be liable for special, incidental or consequential damages, lost profits, lost use of equipment, cost of substitute equipment or other operational costs.

3. Bullitt County Board of Education shall not be responsible for any tax liability incurred by OVEC or Provider for sums paid pursuant to this Agreement.

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1. This Agreement may not be assigned by either party without the express consent of the other party.

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3. This Agreement shall be governed by the laws of the Commonwealth of Kentucky and any action filed in a court of law to enforce it shall be filed in Bullitt County, Kentucky.

4. Any notice or communication required to be given under this Agreement shall be sent by U.S. mail or hand-delivered to the other party at the address specified in the preamble to this Agreement, unless a party has notified the other party in writing of a new address.

E. Provider shall not be considered an employee of the Bullitt County Board of Education. Nothing in this Agreement shall be construed as, or be deemed to create, a relationship of employer and employee, or principal and agent. As such, Provider shall not be entitled to paid vacation, sick leave, group health insurance, life insurance, participation in pension and profit sharing plans, workers compensation insurance, state or federal unemployment compensation insurance, FICA and other tax withholdings or any other benefits provided by the Eminence Independent Schools.

F. This Agreement shall constitute the entire agreement between the parties and may only be modified in writing signed by both parties.

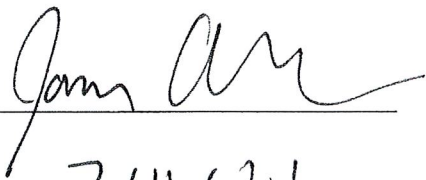
IN WITNESS WHEREOF, the parties hereto indicate their consent to this Agreement by the signatures of their duly authorized representatives.

Bullitt County Board of Education

By: _____

Date: _____

Ohio Valley Educational Cooperative

By:  _____

Date: 7/11/24

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- A. **Party Obligations.** In consideration of the terms and conditions contained herein, the parties agree to the following:
1. OVEC agrees to arrange for a fully qualified, licensed Speech Language Pathologist ("Provider") to provide services during the 2024-2025 school year to children identified by the Bullitt County School District ("District") as needing such services, in accordance with the District's Special Education Procedures.
 2. Bullitt County Board of Education, in consideration of the above, agrees to pay OVEC the sum of \$85.00 per hour for (SLP-CCC) services provided by the Provider, \$60.00 per hour for (SLP-CCC) travel, \$70.00 per hour for (SLP-CFY) services provided by the Provider, \$50.00 per hour for (SLP-CFY) travel, plus an additional 6.0% administrative fee. Travel is not to exceed 3 hours per day for all services listed.
 3. Bullitt County Board of Education will reimburse OVEC for travel expenses incurred by Providers while providing services on behalf of the District. Bullitt County Board of Education will not be liable to OVEC for any costs or expenses paid or incurred by Provider in performing services for Bullitt County. Bullitt County Board of Education is interested in the results obtained through the services provided by OVEC and Provider; Provider shall decide the methods and manner of performing the services required to achieve the desired outcome.
 4. OVEC is fully responsible for paying any local, state or federal income tax or other taxes required to be paid by law for remuneration pursuant to this Contract.
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1. Bullitt County Board of Education and OVEC shall defend, indemnify and hold each other harmless from and against any and all claims, damages, loss, liability, and expenses, including reasonable costs, collection expenses, attorney's fees or court costs which may arise because of the negligence, misconduct or other fault of the indemnifying party, its officers, members, agents or employees in the performance of its obligations under this Agreement. This provision shall survive the termination or expiration of this Agreement.

2. In no event shall either party be liable for special, incidental or consequential damages, lost profits, lost use of equipment, cost of substitute equipment or other operational costs.
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- F. This Agreement shall constitute the entire agreement between the parties and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto indicate their consent to this Agreement by the signatures of their duly authorized representatives.

Bullitt County Board of Education

Ohio Valley Educational Cooperative

By: _____

By: Jason Ash

Date: _____

Date: 7/11/24

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- A. **Party Obligations.** In consideration of the terms and conditions contained herein, the parties agree to the following:
1. OVEC agrees to arrange for a fully qualified, licensed Occupational Therapist (OT) and Certified Occupational Therapist Assistant (COTA) ("Providers") to provide services during the 2024-2025 school year to children identified by the Bullitt County School District ("District") as needing such services, in accordance with the District's Special Education Procedures.
 2. Bullitt County Board of Education, in consideration of the above, agrees to pay OVEC the sum of \$70.00 per hour for services and \$55.00 per hour of travel (max of 3hrs/per day)(OT) and \$65.00 per hour for services and \$50.00 per hour of travel (max of 3 hrs/per day) (COTA) provided by the Providers, plus an additional 6.0% administrative fee.
 3. Bullitt County Board of Education will reimburse OVEC for travel expenses incurred by Providers while providing services on behalf of the District. Bullitt County Board of Education will not be liable to OVEC for any costs or expenses paid or incurred by Provider in performing services for Bullitt County. Bullitt County Board of Education is interested in the results obtained through the services provided by OVEC and Provider; Provider shall decide the methods and manner of performing the services required to achieve the desired outcome.
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- F. This Agreement shall constitute the entire agreement between the parties and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto indicate their consent to this Agreement by the signatures of their duly authorized representatives.

Bullitt County Board of Education

Ohio Valley Educational Cooperative

By: _____

By: Joan Adlin

Date: _____

Date: 6/24/24



Therapy Service Addendum for Bullitt County/OVEC

Pricing Structure

\$70.00 per hour per occupational therapy (OT) for on-site and school related services as outlined in the contract.

\$50.00 per hour OT travel not to exceed 3 hrs. /per day.

\$85.00 per hour per physical therapist (PT) for on-site and school related services as outlined in the contract.

\$60.00 per hour PT travel not to exceed 3 hrs. /per day.

\$85.00 per hour per speech therapist SLP-CCC for on-site and school related services as outlined in the contract.

\$60.00 per hour SLP-CCC travel not to exceed 3 hrs. /per day.

\$75.00 per hour per speech therapist SLP-CFY for on-site and school related services as outlined in the contract.

\$55.00 per hour SLP-CFY travel not to exceed 3 hrs. /per day.

\$60.00 per hour per physical therapist assistant (PTA), OT assistant (COTA) or Speech Assistant (SLPA) for on-site and school related services as outlined in the contract.

\$40.00 per hour PTA, COTA, SLPA travel not to exceed 3 hrs. /per day.

\$775.00 per psychologist therapist **new evaluation and re-evaluation** (not Record Review Re-Eval).

\$500.00 per psychologist therapist **Record Review re-evaluation**.

\$350.00 per WISC (only) evaluation or ADOS evaluation.

\$2/per Protocol form provided by contract psychologist.

\$80.00 per hour for psychology direct services (i.e. attending meetings).


\$55.00 per hour travel (max 3 hrs./ per day).

Schedule of Billing

Invoice will be submitted monthly prior to school's board meeting.

Payment will be made to Hands On Therapy within 5 business days of board meeting.

Please initial here:

 OVEC

_____ Bullitt County Schools

 Hands On Therapy