

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, 2024 – June 30, 2025** 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, 2024 – June 30, 2025**, 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

This service contract shall be for a term of one year, retroactive as needed based upon the dates of execution, from July 1, 2023 through June 30, 2024, and may be renewed by mutual agreement of the parties for an approved 1 year contract, beginning July 1 and continuing through June 30 of each following year, unless terminated in accordance with the provisions articulated herein.

TERMINATION OF SERVICE CONTRACT

In the event of breach of terms of this Service Contract, the non-breaching party shall have the right to terminate and cancel this agreement upon thirty (30) days notice served upon the breaching party, which notice shall describe with particularity the event or circumstances of breach. Likewise, either party shall have the right to terminate this Service Contract even absent perceived breach, upon sixty (60) day written notice to the other party. In the event that circumstances adversely affecting the health and safety of students, or in the event of fraud, either party shall have the right to terminate cancellation and termination of this agreement upon the provision of written notice to the other party, which notice shall describe with particularity the circumstances adversely affecting the health and safety of students or with constitute fraud. Notice under this provision of the Service Contract is deemed serviced or provided when hand-delivered to the other party, or three (3) days following deposit of same for transmittal by First Class United States Postal Service, at the address first listed for each party hereinabove.

INDEPENDENT CONTRACTOR

Empower House shall be considered for all legal purposes as an independent contractor, and not an employee of the **Bellevue Independent School** District. Aside from the aforementioned obligations to provide for the **PT** requirements of each individual IEP, and to honor each request for evaluation or consultation by the Director of Special Education or the Director's designee, **Empower House** shall be solely responsible for the manner in which **PT** =services are provided, including the direction of any subordinate employees or agents of **Empower House** used for provisions of such services. **Empower House** shall be solely responsible for compliance with all state and Federal regulations governing the payment of taxes on the consideration provided herein, and for the payment of any wages to subordinate employees or agents of **Empower House**.

ENTIRE AGREEMENT

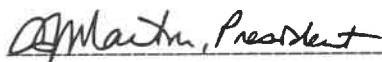
This Service Contract represents the entire agreement of the parties respecting the provision of the services and consideration reflected herein, and any and all prior communications, whether written or oral, regarding the obligations and rights set forth in this Service Contract or the consideration to be paid herein, are hereby incorporated into this 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:

 _____

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

7/15/2024
Date

 _____

Misty Middleton, Superintendent
Bellevue Independent Schools

8.21.24
Date

 _____

Tara Wittrock, Director of Special Education
Bellevue Independent Schools

8.21.24
Date

Date

CONTRACTUAL AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 2024, by and between the Bellevue Independent School District and Forward Focus Psychological Associates, PLLC.

Forward Focus Psychological Associates, PLLC staff and Dr. Teresa Garera Izquierdo hereby agrees to administer psychological evaluations that will include brief clinical interview, records review, testing behavioral observations, and assessment in the area of intelligence. This evaluation will also include the completion of a psychological report that may, in some cases, also incorporate data provided by the school district including teacher observations, behavior rating scale scores, prior test data review, and achievement testing results. Financial consideration for the cost of performance of this agreement will be provided at the rate of \$290.00 for psychological testing and integrated report, \$95.00 per hour as needed for individual counseling services for students as requested, and \$115.00 per hour for attendance of ARC/IEP meetings, additional consultation to teachers/parents/staff, completion of classroom behavior observations, and/or additional diagnostic testing services for a Psychological/Diagnostic Evaluation Report. Additional testing services may include, but not be limited to the following: scoring of social emotional/behavioral rating scales administered by school staff as needed, administration of additional test measures by the psychologist (i.e. academic testing, TOVA testing, social/emotional/diagnostic testing, Autism based assessments, etc), scoring/interpretation of behavior rating scales for students, behavioral observations in the classroom setting, parent consultation/meetings, etc. The assessment will be in compliance with Kentucky Administration Regulations and IDEA certifying children with disabilities.

Based upon the rates for evaluations/consultation services reviewed in the above paragraph, staff of FPPA agree to complete psychological evaluations including cognitive testing, testing observations, clinical interview, outside data review, and summary/recommendations at a rate of \$290.00 per evaluation report. FPPA staff will also be available for on-site consultation services to attend ARC/IEP meetings and/or to perform additional testing/scoring/test interpretation/observation services as needed/requested over the course of the 2024/2025 school year. These consultation services will be charged at a rate of \$115.00 per hour. As noted above, requested therapy/counseling services will be billed at a rate of \$95.00 per hour.

The psychological examiner and/or their supervisor (Dr. Teresa Izquierdo) will be responsible for administering each complete cognitive evaluation and writing a report in a form such that composite data are reported in standard scores/percentiles. The report will include (1) behavioral observations conducted during cognitive testing, (2) an interpretation of cognitive/other test data (as needed) in narrative form, (3) integration of background information/alternate test data as needed and, (4) summary and recommendations. Such reports will typically not exceed 8-10 pages. If additional time is needed for extensive report completion beyond the typical report range (i.e. for additional time needed to incorporate extensive history/medical records, other test measures/data, etc.), it may be necessary to bill for extended time spent on the evaluation process at the hourly rate of \$115.00 per hour above the agreed upon evaluation rate of \$290.00. Outside data to be reviewed/incorporated into the final report should be submitted to the examiner directly and/or in electronic form approximately 2 weeks before the due date of reports and/or ARC meetings to take

place in order to allow adequate time for report completion. If attendance of ARC meetings and/or school-based consultation services are requested, please provide notice of the request in a timely manner in order for the examiner to allow time for such plans in their weekly schedule.

Staff of FPPA have access to Wechsler IQ Test kits (WISC-V and WAIS-IV) to be used for the purposes of assessment in the schools but may need to access alternate test instruments/protocols from the school district as needed if other types of assessments are requested. Typically, used protocols are regarded as property of the examiner and such testing files will be maintained by FPPA. If needed, a copy of the test protocols could also be kept with the examiner in addition to original copies of protocols to be left in the school-based files. Typing and photocopying are the responsibility of the examiner. Services will be evaluated on an ongoing basis by all parties involved. All psychological services will be provided to designated students as requested by the Special Education Director.

Examiners are to submit a bill at the end of every month and/or as needed which lists names of students evaluated, any additional consultation service hours completed, and the total amount due to FPPA and this invoice will be submitted directly to the Director of Special Education or other designated personnel. Payment is to be made within forty-five calendar days thereafter. No reimbursement will be provided for travel.

Either party may terminate this contract upon (30) 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 thirty (30) calendar day period. If either 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 the school system should challenge particular results, then the system is still responsible for financial payment to the examiner. The school system, 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.

In witness whereof, the parties have executed this agreement in duplicate originals one of which is retained by each of the parties the day and year first written above.

Forward Focus Psychological Associates, PLLC

By: 
Teresa Yanni Gagliardi, PhD
Licensed Psychologist

Bellevue Independent School District Representative

By: 

Service Contract for Occupational Therapy Services

Between Bellevue Independent School District

And

Dayton Independent School District

This service contract is an agreement between **Dayton Independent Schools**, 200 Clay St, Dayton, KY 41074 and **Bellevue Independent Schools**, 219 Center St, Bellevue, KY 41073.

WHEREAS, **Dayton Independent Schools** and **Bellevue Independent Schools** have 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, **Dayton Independent Schools** and **Bellevue Independent Schools** utilize the services of an Occupational Therapist (OT), and

WHEREAS, **Dayton Independent Schools** and **Bellevue Independent Schools** desire to secure the services of a district employee to provide and direct the provision of OT related services on behalf of **Dayton Independent Schools** and **Bellevue Independent Schools** as necessitated by statute and regulations, or otherwise; and

WHEREAS, **Dayton Independent Schools** and **Bellevue Independent Schools** have agreed to provide those services 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:

Pay **Dayton Independent Schools** for OT services delivered to or on behalf of students with disabilities enrolled in **Bellevue Independent School 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.

1. Pay **Dayton Independent Schools** for OT services delivered during the period of **July 1, 2024 – June 30, 2025** on academic dates reflected on the District's School Calendar adopted by **Bellevue Independent Schools** and excluding school holidays.
2. **Bellevue Independent Schools** will pay **Dayton Independent Schools** quarterly for OT services at \$5272.74 with a yearly total of \$21,090.96 or 30% of occupational therapists' salary plus fringes (\$70,303.32)

3. **Bellevue Independent Schools** will be responsible for any extra specialized equipment or therapy materials that is requested by the occupational therapist to assist with their students.
4. Maintain confidentiality of student records and OT records in accordance with **Bellevue Independent Schools'** policy, and all state and Federal statutes and regulations.

B. Dayton Independent Schools agrees to:

1. Be the District of Record for the Occupational Therapist.
2. Maintain confidentiality of student records and OT records in accordance with **Dayton Independent Schools'** policy, and all state and Federal statutes and regulations.
3. **Dayton Independent Schools** will share the equivalent of a full-time employee hired to provide OT services to **Bellevue Independent Schools** at .30 or 1.5 days per week, and salary will be based on **Dayton Independent Schools'** salary schedule.
4. Achieve and direct compliance with all state and Federal educational statutes and regulations, including those related to OT practice and licensure requirements.
5. Provide a copy of current licensures at the time of execution of the Service Contract, and at any time the Director of Special Education may request the same.

TERMS OF SERVICE CONTRACT

This service contract shall be for a term of one year, retroactive as needed based upon the dates of execution, from **July 1, 2024** through **June 30, 2025**, and will automatically renew each and every consecutive year thereafter, beginning July 1 and continuing until June 30 of each following year, unless terminated in accordance with the provisions articulated herein.

TERMINATION OF SERVICE CONTRACT

In the event of breach of terms of the Service Contract, the non-breaching party shall have the right to terminate and cancel this agreement upon thirty (30) days notice served upon the breaching party, which notice shall describe with particularity the event or circumstances of breach. Likewise, either party shall have the right to terminate this Service Contract even absent perceived breach, upon sixty (60) day written notice to the other party. In the event that circumstances adversely affecting the health and safety of students, or in the event of fraud, either party shall have the right to terminate cancellation and termination of this agreement upon the provision of written notice to the other party, which notice shall describe with particularity the circumstances adversely affecting the health and safety of students or with constitute fraud. Notice under this provision of the Service Contract is deemed serviced or provided when hand-delivered to the other party, or three (3) days following deposit of same for transmittal by First Class United States Postal Service, at the address first listed for each party hereinabove.

ENTIRE AGREEMENT

This Service Contract represents the entire agreement of the parties respecting the provision of the services and consideration reflected herein, and any and all prior communications, whether written or oral, regarding the obligations and rights set forth in this Service Contract or the consideration to be paid herein, are hereby incorporated into this 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.

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:



Tara Wittrock
Director of Special Education
Bellevue Independent Schools

5.28.24


Date



Misty Middleton
Superintendent
Bellevue Independent Schools

5/28/24

Date



Nicole Ponting
Director of Special Education
Dayton Independent Schools

5/29/24

Date



Rick Wolf
Superintendent
Dayton Independent Schools

5/29/24

Date