

## **CONTRACT AGREEMENT OCCUPATIONAL THERAPY**

This Contract is made and entered into this 3rd day of January 2025, by and between the Board of Education of the Dawson Springs Independent School District (hereinafter called “the Agency”), and Tonia French (hereinafter called “Service Provider”). This Contract commits both parties to compliance with all federal, state, and local rules and regulations as they apply to programs of special education and related services.

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO THAT:

1. The Service Provider will:
  - A. Conform to all applicable policies of the Agency and the Kentucky Regulatory Statutes;
  - B. The Service Provider will meet the licensure and qualification requirements for the practice of Occupational Therapy in Kentucky;
  - C. Evaluate and reevaluate children and youth referred by the Admissions and Release Committee (ARC);
  - D. Communicate recommendations for occupational therapy services to Agency personnel and parents;
  - E. Attend Admissions and Release Committee meetings as requested by the ARC Chairperson or Director of Special Programs;
  - F. Complete all occupational therapy evaluations and reevaluations within Agency timelines;
  - G. Determine specific program needs for each child recommended for occupational therapy and plan and implement services;
  - H. Observe confidentiality regarding personally identifiable student information;
  - I. Consult with administrative and/or professional staff concerning program planning;
  - J. Enter student progress notes for each treatment session for each child into EZEDMED to document student progress and to support Medicaid billing.
2. The Agency shall provide equipment and supplies, adequate treatment space, filing and storage space, and other basic services as needed.

3. The Agency and Service Provider shall mutually agree upon a method of scheduling client services.
4. The Agency assumes administrative responsibility for prioritizing of services requested. The Service Provider shall report to and be administratively monitored by the Agency liaison and will follow the ethics set forth by his/her professional standards board.
5. The Agency shall obtain appropriate educational and medical information relating to each client prior to evaluation.
6. The Service Provider will maintain professional liability insurance in the minimal sum of \$1,000,000 covering the services which are rendered to the Agency and provide the Agency with written evidence of such insurance. The Agency will maintain liability insurance coverage for the Agency.
7. The Service Provider agrees to defend, indemnify, and hold harmless the Agency for any liability arising from any claim brought against the Agency for services rendered through the Service Provider.
8. Pursuant to KRS 160.380, the Service Provider shall submit to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter from the Cabinet for Health and Family Services stating that she has no findings of substantiated child abuse or neglect found through a background check of child abuse records maintained by the Cabinet for Health and Family Services. The Service Provider shall provide the District with copies of the required background checks.
9. The Agency shall make payments for services rendered as follows: Payments will be made on or before the 30<sup>TH</sup> day of each month beginning June, 2023. These payments will be based upon services delivered for each month at the rate of \$67.50 per hour for up to 10 hours per week.
10. The effective commencement date of this Contract shall be January 3, 2025. The term of this Contract shall continue through the last student attendance day under the Agency's instructional calendar for the 2024-2025 school year; however, either party may terminate this agreement, with or without cause, by giving 10 days written notice to the other party. Upon termination, all monies due the Service Provider shall be paid in full on or before the final day of the termination month.
11. All students who are to receive occupational therapy services shall be determined by an Admissions and Release Committee prior to any service being rendered and the Service Provider has no authority to admit students to occupational therapy until such student has been admitted by an Admissions and Release Committee. Any concerns on the part of the Service Provider regarding the Treatment Plan or service delivery for any child will be voiced to the Director of Special Programs.

12. If during the course of this Contract the Agency discloses to the Service Provider any data protected by the Family Educational Rights and Privacy Act of 1974 (“FERPA”), as amended (20 U.S.C. § 1232g, *et seq.*), and its regulations, or data protected by the Richard B. Russell National School Lunch Act (“NSLA”) (42 U.S.C. § 1751 *et seq.*), and the Child Nutrition Act of 1966 (“CNA”) (42 U.S.C. § 1771 *et seq.*), the Service Provider agrees that she is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

The Service Provider hereby agrees to report to the Agency, immediately and within twenty-four (24) hours, any known or reasonably believed instances of missing data or data that has been inappropriately shared.

The Service Provider agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

The Service Provider understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. § 3571) or imprisonment for not more than five years (under 18 U.S.C. § 3559), or both.

The Service Provider understands and acknowledges that children's free and reduced-price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced-price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

13. In all matters relating to the Contract, the Service Provider shall be acting as an independent contractor. The Service Provider is not an employee of the Agency under the meaning or application of any federal or state unemployment insurance compensation law or workers' compensation law, or other similar state or federal statute. The Service Provider shall assume all liabilities or obligations imposed by any one or more of such laws with respect to maintaining her status as an independent contractor. The Service Provider shall not have any authority to assume or create any obligation, expressed or implied, on behalf of the Agency, and the Service Provider shall have no authority to represent herself as an agent, employee or in any other capacity of the Agency.

14. This Contract is for the personal services of the Service Provider and shall not be transferred or assigned by the Service Provider without prior written consent of the Agency.
15. A. This Contract constitutes the entire agreement with respect to the subject matter herein set forth between the parties.
- B. This Contract and the language contained herein have been arrived at by the mutual negotiation of the parties; accordingly, no provision shall be construed against one party or in favor of another party merely by reason of draftsmanship.
- C. This Contract shall not be amended or modified except by an instrument in writing signed by the parties hereto.
- D. No waiver of the provisions hereof shall be effective unless in writing and signed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver or waiver with respect to any subsequent breach or default unless expressly so stated in writing.
- E. The parties hereto shall sign such further and other assurances and perform such further and other acts and things which may be necessary or desirable in order to give full force and effect to the Contract herein.
- F. Any controversy or claim arising out of or relating to this Contract shall be governed by the laws of the Commonwealth of Kentucky. Any litigation under the Contract, if commenced by either party, shall be brought in Hopkins County, Commonwealth of Kentucky.
- G. If, for any reason, any provision of this Contract is held invalid, such invalidity shall not affect any other provision of this Contract not held invalid, and each such other provision shall, to the full extent consistent with law, continue in full force and effect. If any provision of this Contract shall be invalid in part, such invalidity shall, in no way, affect the rest of such provision not held invalid, and the rest of such provision, together with all other provisions of this Contract, shall, to the extent consistent with law, continue in full force and effect.

DATE: \_\_\_\_\_

Board of Education of the Dawson Springs  
Independent School District

BY: \_\_\_\_\_

Leonard Whalen, Superintendent

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Tonia French, Service Provider

