**SERVICE CONTRACT AGREEMENT**

This Contract Service Agreement (this “Agreement”) is made this 4th day of April, 2024, by and between Kelly Twehues, LLC (DBA: KTL, Speech, Physical & Occupational Therapy) (“Company”), a Kentucky limited liability company, and Covington Independent Public Schools (“School”).

W I T N E S S E T H :

**WHEREAS**, School has certain statutory and regulatory duties relating to the provision of educational services to students identified as having special educational needs

**WHEREAS**, the provision of educational services to students identified as having special educational needs requires, from time to time and on a continuing bases that School utilize the services of a speech language pathologist and occupational therapist or occupational therapist assistant

**WHEREAS**, Company has SLPs and OTs and OTAs with prior experience and expertise relating to the field of pediatric speech language pathology and occupational therapy; and,

**WHEREAS**, School desires to secure services using Company’s SLPS, OTs and OTAs to provide and direct the provision of speech language therapy, occupational therapy and related services on behalf of Covington Independent Public Schools, as necessitated by stature and regulation or otherwise; and,

**WHEREAS**, KTL Therapy (Company) has agreed to provide those services in accordance with the terms set forth in this Service Contract,

**WHEREAS**, Company and School desire to enter into this Agreement to establish the terms and conditions of their business relationship.

**NOW, THEREFORE**, in consideration of the mutual premises and promises herein contained, the parties hereto do hereby covenant and agree as follows:

# **Services to be Performed**. Company agrees to provide speech and language therapy and occupational therapy services to students having special educational needs and enrolled in the Covington Independent Public School District, as identified by the district’s Director of Special Education and perform all related record keeping on academic dates reflected on the School’s district calendars excluding school holidays and in-service days.

# **Term of Service Agreement**. This Agreement shall remain in force from April 1, 2024 until June 4, 2024 or until such time as either party provides to the other written notice of cancellation, which notice shall be effective thirty (30) days after its receipt, due to breach of terms of this Service Agreement. Likewise, either party shall have the right to terminate this agreement even absent perceived breach, upon sixty day written notice to either party. In the event that circumstances adversely impacting the health and safety of students or in the event of fraud, either party shall have the right to immediate cancellation and termination of this agreement upon the provision of written notice to the other party which shall describe with particularity the circumstances adversely impacting the health and safety of students or which constitutes fraud.

# **Fee for Services**. Covington Independent Public Schools (School) agrees to pay KTL Therapy for speech and language services and occupational therapy services delivered to or on behalf of students with disabilities enrolled in Covington Independent Public School District, as identified by the school’s Director Of Special Education, to include but not limited to evaluations, Individual Education Plan (IEP) reviews, IEP and other related reports, consultations, attendance at ARC meetings, provision of teacher training or parent training and all related record keeping at the rate of $89 per hour.

# **Payment For Services**. Payment to KTL Therapy for services is for speech and language and occupational therapy services delivered during the “Term of Agreement” or the remaining 2023-2024 school year reflected on the district's school calendar and excluding school holidays and in-service days.

# **Timesheets & Invoices.** Timesheets and invoices will be received by Covington Independent Public School District by the 1st of each month for the previous month and paid by the 15th of each month. Timesheets are subject to approval for reimbursement by Covington Independent Public Schools District.

# **Confidentiality.**  Company will maintain confidentiality of student records and speech and language and occupational therapy records in accordance with the School policy and all state and federal statutes and regulations.

# **Liability & License Requirements.** Company will furnish a professional liability insurance policy to cover SLPs, OTs and OTAs from KTL Therapy providing services to students with disabilities at Covington Independent Public Schools. Company will comply with all state and federal education statutes and regulations related to SLP and OT practice and license requirements and will provide a copy of current licensure for any SLP, OT or OTA from KTL Therapy providing services to students at Covington Independent Public Schools.

# **Independent Contractor.** KTL Therapy shall be considered for all legal purposes as an independent contractor(s) and not employee(s) of the Covington Independent Public School District. Aside from the aforementioned obligations to provide speech and language and occupational therapy 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, KTL Therapy shall be solely responsible for the manner in which services and related services are provided. KTL Therapy shall be solely responsible for compliance with all state and federal regulations governing the payment of taxes on the consideration provided herein.

# **Notices**. Any notice requiring or permitted to be given hereunder shall be sufficient if in writing, and sent by registered or certified mail, return receipt requested, to the parties at the following addresses or to such other addresses as either party may designate in writing to the other party:

If to the Company: KTL, Speech, Physical & Occupational Therapy
 18 North Fort Thomas Avenue

 Suite 302

 Fort Thomas, KY 41075

If to School: Covington Independent School District

 Sarah Graman

 212 Levassor Place

 Covington, KY 41014

# **Governing Law**. This Agreement and the performance hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

# **Attorneys’ Fees**. In any legal dispute between the parties regarding the terms and conditions of this Agreement, the prevailing party shall be entitled to reimbursement of their legal fees from the non-prevailing party.

# **Entire Agreement**. This Agreement constitutes the entire understanding and agreement between Company and Contractor with regard to all matters contained herein. This Agreement may be amended, supplemented or interpreted at any time only by written instrument duly executed by both parties.

# **Benefit**. This Agreement shall inure to the benefit of and be enforceable by the parties hereto, and their respective heirs, representatives, successors and assigns.

# **Waiver**. Any consent by any party, or waiver of a breach of any provision of this Agreement by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any breach of any other provision or subsequent breach of the same provision.

# *[signature page follows]*

# IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

 Company:

 KTL, Speech, Physical & Occupational Therapy

 By:

 Kelly Twehues, Member

School:

 School Representative