



Kenton County School District | *It's about ALL kids.*

**THE KENTON COUNTY BOARD OF
EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY
41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

KCSD ISSUE PAPER

DATE:

March 23, 2018

AGENDA ITEM (ACTION ITEM):

Consider/Approve contracting with Pediatric Therapy Specialist, Inc. to provide physical therapy services to students per their IEP's at Kenton, Twenhofel, Scott and Simon Kenton in order to comply with state and federal guidelines.

APPLICABLE BOARD POLICY:

01.11 General Powers and Duties of the Board

HISTORY/BACKGROUND:

Kenton County has one physical therapist and one physical therapy assistant. Due to the needs and size of the district, our current staff are not able to cover all seventeen schools. As a result, we have obtained physical therapy services from Pediatric Therapy Specialist, Inc. to assist with physical therapy needs which includes providing therapy to students, consultation to school staff, conducting evaluations, scoring/interpretation, report writing, attend ARC's, etc. We have used these services for four years and prior to this a different company was used.

FISCAL/BUDGETARY IMPACT:

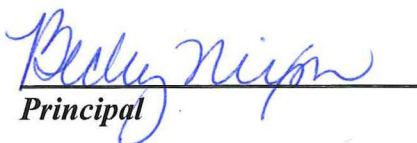
Thus far, the total cost is \$7,295. The cost for the remainder of the year will vary depending on the number of initials and re-evaluations that an ARC determines necessary between now and the end of the school year. However, based on data reviewed and current cost analysis, it is estimated that an additional \$6,000 will be needed which is a total cost of @ \$13,295 to be taken from District Funds: Special Education General Fund. These services are billed to Medicaid for reimbursement if the students are Medicaid eligible.

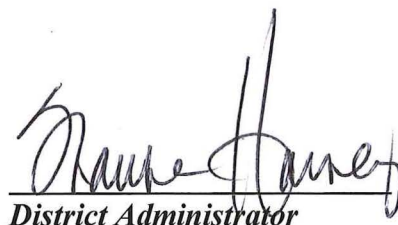
RECOMMENDATION:

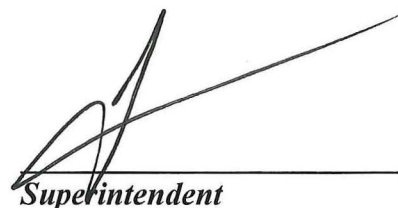
Request approval to continue working with Pediatric Therapy Specialist, Inc. to provide physical therapy services to students at Kenton, Twenhofel, Scott and Simon Kenton.

CONTACT PERSON:

Becky Nixon


Principal


District Administrator


Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

Kenton County Board of Education

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Joshua Crabtree, Esq. Carla Egan Jessica Jehn
"The Kenton County Board of Education provides Equal Education & Employment Opportunities."

**Service Contract for Physical Therapy Service
School Year 2017-2018**

This Service Contract is an agreement between Pediatric Therapy Specialists, Inc., 48 Gregory Lane, Fort Thomas, KY 41075 (PTS) and the Kenton County School District, 1055 Eaton Drive, Fort Wright, KY 41017 (KENTON COUNTY SCHOOLS).

WHEREAS, KENTON COUNTY SCHOOLS has certain statutory and regulatory duties related to the provision of educational services to students, including those identified as having special educational needs; and

WHEREAS, the provision of educational services to such students requires, from time to time and on a continuing basis, that KENTON COUNTY SCHOOLS utilize the services of a Physical Therapist (PT), along with related PT equipment; and

WHEREAS, KENTON COUNTY SCHOOLS desires to secure the services of PTS as PT, to provide and direct the provision of PT and related services on behalf of KENTON COUNTY SCHOOLS as necessitated by stature and regulation, or otherwise; and

WHEREAS, PTS has agreed to provide those services in accordance with the terms and provisions set forth in this 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. KENTON COUNTY SCHOOLS agrees to:

1. Pay PTS for PT services delivered to or on behalf of eligible students enrolled in KENTON COUNTY 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, provision of teacher training or parent training, and all related record keeping, at the rate of \$ 60.00 per hour for services by a licensed Physical Therapist, and at the rate of \$40.00 per hour for services by a licensed Physical Therapy Assistant.
2. Pay PTS for such PT services delivered during the period of July 1, 2017-June 30 2018, on academic dates reflected on the Districts' School Calendars adopted by KENTON COUNTY SCHOOLS and excluding school holidays and in-service days.
3. Reimburse PTS for travel time for meetings, trainings, or consultations scheduled outside of the regularly scheduled therapy time.
4. Said reimbursement will be in accordance with KENTON COUNTY SCHOOLS 's policy. Time sheets will be received by KENTON COUNTY SCHOOLS by the 5th of each month. Payment will be made within 30 days of receipt of invoice and after board approval but not more than 2 weeks after board approval.

B. PTS agrees to:

1. Provide PT services to eligible students with disabilities enrolled in the KENTON COUNTY SCHOOLS District, as identified by the district's Director of Special Education, and perform all related record keeping, for the period between July 1, 2017-June 30, 2018, on academic dates reflected on the Districts' School Calendars adopted by KENTON COUNTY SCHOOLS, and excluding school holidays and in-service days.
2. Maintain confidentiality of student records and PT records in accordance with KENTON COUNTY 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 time sheets and invoices as a basis for payment or reimbursement as designed by KENTON COUNTY SCHOOLS and said time sheets subject to approval for reimbursement by the party of KENTON COUNTY SCHOOLS. Time sheets will be submitted to KENTON COUNTY SCHOOLS by the 5th of each month.
5. Maintain professional liability insurance to cover any errors or omissions stemming from contact with any and all Districts' 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 her current licensure at the time of execution of this Service Contract, and at any time the same may be requested by the Director of Special Education.

TERM OF SERVICE CONTRACT

This Service Contract shall be for a term of one year, retroactive as needed based upon the date of execution, from July 1, 2017 through June 30, 2018, and may be renewed through mutual agreement of the parties for consecutive one-year periods beginning July 1 of the year of expiration and continuing through until June 30 of the following year.

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 immediate 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 mails, at the address first listed for each party hereinabove.

INDEPENDENT CONTRACTOR

PTS shall be considered for all legal purposes as an independent contractor, and not an employee of the KENTON COUNTY SCHOOLS. 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, PTS shall be solely responsible for the manner in which PT services and related services are provide, including the direction of any subordinate employees or agents of PTS used for provision of such services. PTS 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 PTS.

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 herby 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 purposes of interpretation, neither PTS nor KENTON COUNTY SCHOOLS shall be designated as the drafter of this Service Agreement.

WHEREFORE, the parties hereto having acknowledged that they have read and understand the foregoing provisions of this Service Contract, and reflecting by their signatures heron their intent to be so bound, do hereby further state that they have the authority to execute this Service Contract and by so executing this contract to bind themselves, their principals and affiliates, and accordingly sign as follows:

Signatures:

Amy J. Martin, President
Amy J. Martin, PT, President
Pediatric Therapy Specialists, Inc.

[Signature]
Witness

Rebecca Nixon
Rebecca Nixon,
Director of Special Education, Kenton County Schools

[Signature]
Witness

8/4/2017
Date

8-3-17
Date