

## **Service Contract for Therapy Services**

In Our Hands Pediatric Therapy LLC.  
and  
Covington Independent School District

This service contract is an agreement between **Mary K. Henthorn, President In Our Hands Pediatric Therapy LLC** 12015 Snider Road, Cincinnati, OH 45249 and **Covington Independent Schools**, 25 E 7<sup>th</sup> St., Covington, KY 41011.

**WHEREAS, Covington 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 **Covington Independent Schools** utilizes the services of an **Occupational Therapist (OT)** with related specialist and equipment; and

**WHEREAS, Covington Independent Schools** desires to secure the services of **In Our Hands Pediatric Therapy**, to provide and direct provision of **OT** related services on behalf of **Covington Independent Schools** as necessitated by statute and regulations, or otherwise; and

**WHEREAS, In Our Hands Pediatric Therapy** has 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. Covington Independent Schools agrees to:**

1. Pay **In Our Hands Pediatric Therapy** for **OT** services delivered to or on behalf of students with disabilities enrolled in **Covington 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 parents training, and all related record keeping at the rate of **\$66.00 per hour** for services by a licensed Occupational Therapist

2. Pay **In Our Hands Pediatric Therapy** for such **OT** related services delivered during the period of **November 1, 2021-June 30, 2022** on academic dates reflected on the District's School Calendar adopted by **Covington Independent Schools**
3. Reimburse **In Our Hands Pediatric Therapy** for travel time within the district during regularly scheduled days to and from the district for meetings, trainings, or consultation scheduled outside the regularly scheduled therapy time
4. Said reimbursement will be in accordance with **Covington Independent School's** policy. **Covington Independent Schools** will receive time sheets by the 10<sup>th</sup> of each month. Payment will be made after board approval but not more than two (2) weeks after board approval.
5. Both parties agree to the scope of the Agency's responsibility, as set forth in the agreement, is limited to providing an Occupational Therapist with a Kentucky Board Of Occupational Therapy License who will provide up to approximately sixty (60) hours per week not to exceed (\$4092.00 per week or \$16368.00 per month) of occupational therapy services for the District (all schools). This time will cover all activities needing to be performed by the therapist (Direct Services, IEP/ARC meetings, Documentation, Teacher Consultation and Training).

**B. In Our Hands Pediatric Therapy agrees to:**

1. Provide OT services to eligible students with disabilities enrolled in the **Covington Independent Schools** District, as identified by the district's Director of Special Education, and perform all related record keeping, for the period between **November 1, 2021-June 30, 2022**, on academic dates reflected on the District's School Calendars adopted by **Covington Independent Schools**
2. Maintain confidentiality of student records and **OT** records in accordance with **Covington 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 as designed by **Covington Independent Schools** and said time sheets subject to approval for reimbursement by the party of **Covington Independent Schools**. Time sheets will be submitted to **Covington Independent Schools** by the 10<sup>th</sup> of each month.
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 **OT** practice and licensure requirements.
7. Provide of copy of current licensures at the time of execution of this Service Contract, and at any time the Director Special Education may request the same.

### **TERMS OF SERVICE CONTRACT**

This service contract shall be a term of one year, retroactive as needed based upon the dates of execution, from November 1, 2021 through June 30, 2022, 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 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**

**In Our Hands Pediatric Therapy** shall be considered for all legal purposes as an independent contractor, and not an employee of **Covington Independent Schools** District. Aside from the aforementioned obligations to provide for the **OT** 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, **In Our Hands Pediatric Therapy** shall be solely responsible for the manner in which **OT** services are provided. **In Our Hands Pediatric Therapy** shall be solely responsible for compliance with all state and Federal regulations governing the payment of taxes on the consideration provided herein.

### **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 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 **In Our Hands Pediatric Therapy** nor **Covington 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:**

*Mary Henthorn, President*

\_\_\_\_\_  
Mary K. Henthorn, President  
In Our Hands Pediatric Therapy, LLC

\_\_\_\_\_  
Alvin Garrison, Superintendent  
Covington Independent Schools

9/27/2021

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Susan Pastor-Richard,  
Director of Exceptional Children  
Covington Independent Schools

\_\_\_\_\_  
Esther Brady,  
Special Education Director  
Covington Independent Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date