

Service Contract for Therapy Services
PEDIATRIC THERAPY SPECIALISTS DBA EMPOWER HOUSE
and
Newport 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 **Newport Independent Schools**, 30 West 8th Street, Newport, KY 41071 (**Newport Independent Schools**).

WHEREAS, **Newport 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 **Newport Independent Schools** utilizes the services of a **Physical Therapist (PT)**, **Speech Therapist (SLP)**, and/or **Occupational Therapist (OT)** along with related specialists and equipment; and

WHEREAS, **Newport Independent Schools** desires to secure the services of **Empower House**, to provide and direct the provision of **PT, OT, and SLP** services on behalf of **Newport Independent Schools** as necessitated by statute and regulations, or otherwise; and

WHEREAS, **Empower House** 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. Newport Independent Schools agrees to:

1. Pay **Empower House** for **PT, OT, and SLP** services delivered to or on behalf of students with disabilities enrolled in **Newport 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 **\$65.00 per hour** for services provided by a licensed **PT, OT, or SLP** and at the rate of **\$45.00 per hour** for services provided by a licensed Physical Therapy Assistant (PTA) or Certified Occupational Therapy Assistant (COTA or OTA/L).

2. Pay **Empower House** for such **PT** services delivered during the period of **July 1, 2022 – June 30, 2023** on academic dates reflected on the District's School Calendar adopted by **Newport 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 **Newport Independent Schools'** policy. **Newport 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 services to eligible students with disabilities enrolled in the **Newport Independent School** District, as identified by the district's Director of Special Education, and perform all related record keeping for services between July 1, 2022 – June 30, 2023, on academic dates reflected on the District's School Calendars adopted by **Newport Independent Schools**, and excluding school holidays and in-service days.
2. Maintain confidentiality of student records and therapy records in accordance with **Newport 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 **Newport Independent Schools** and said time sheets subject to approval for reimbursement by the party of **Newport Independent Schools**. Time sheets will be submitted to **Newport Independent Schools** by the 10th 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 **PT, OT, and SLP** 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, 2022 through June 30, 2023, 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

Empower House shall be considered for all legal purposes as an independent contractor, and not an employee of the **Newport Independent School** District. Aside from the aforementioned obligations to provide for the **PT, OT, and SLP** 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, OT, SLP** 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

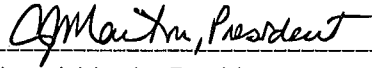
This Service Contract represents the entire agreement of the parties respecting the provision of the services and consideration reflected herein, and any and all prior communications, whether written or oral, regarding the obligations and rights set forth in this Service Contract or the consideration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



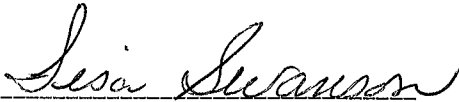
Amy J. Martin, President
Pediatric Therapy Specialists, Inc.
DBA Empower House

4/1/2022

Date

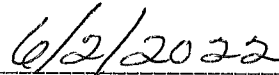
Tony Watts, Superintendent
Newport Independent Schools

Date



Lisa Swanson, Special Education Director
Newport Independent Schools

Date



Date

Addendum: Pediatric Therapy Specialist, Inc. DBA Empower House, Amy Martin, President, Contract 2022-2023.

- I. The Newport School Board of Education requires all employees, contractors, and volunteers to submit to a criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation. Fingerprints shall be obtained on an applicant's fingerprint card provided by the Department of Kentucky State Police. The results of the criminal background check will be sent to the hiring superintendent. Any fee charged shall be no greater than the actual cost of processing the request and conducting the search. Finger printing can be obtained at the superintendent's office in the Newport Welcome Center. Newport Board of Education charges \$32.00 for the background check and fingerprints. If you have completed a background check and finger printing at another district please submit a copy with your application/contract. ***You are only required to submit to a Criminal Background check once. If you are involved in or commit a criminal offense it is your responsibility to inform the district. Failure to comply will result in termination of this contract and your employment within the district.***
- II. The Newport Board of Education requires all prospective employees of public schools and their contractors' who work in direct contact with children submit to a (Child Abuse) Background Check in accordance with the passage of SB 101 (2018). The Central Registry Check form can be downloaded from The Cabinet for Health and Family Services (CHFS) website. A check or money order made payable to the "Kentucky State Treasury" in the amount of ten dollars (\$10.00) must accompany your request to process the Child Abuse Neglect Check. Please follow complete instructions on the form. Persons applying for a certified, classified or contractual position within the Newport Independent School District must present the superintendent with a letter from the Cabinet for Health and Family Services stating you are clear to hire and there are no findings of substantiated child abuse or neglect. ***You are only required to submit to a Child Abuse Background Check once. If you are involved in a child abuse offense it is your responsibility to inform the district. Failure to comply will result in termination of this contract and your employment within the district.***
- III. The Newport Board of Education has contracted Safe Schools by Vector Solutions to streamline staff safety and compliance training with a web-based automated system. You are required to complete specific training courses in accordance to the district's Safe School policies prior to the first day of school. Courses required by the district include, but are not limited to Restraint and Seclusion, Blood borne Pathogens Exposure Prevention, FERPA: Confidentiality of Records, Emergency Management: Evacuation Planning for Students with Special Needs, Safety in the Classroom and others to be determined for educators who support students with exceptionalities.
- IV. The Newport Independent School District subscribes to a Medicaid Reimbursement Program to manage special education related services and maintain IDEA compliance. The use of custom software is a time saving management tool that maximizes Medical reimbursements for special education services such as speech and language therapy, occupational therapy, physical therapy, nursing care, audiology, the purchase of assistive technology devices and special transportation.

The service documents therapies delivered to the students and progress monitoring made toward students goals.

- a. Provider shall complete in-service training (CEU/EILA credit), webinar and video conferencing with easy-to-use reference manuals. Provider will also receive support and consultation from Kentucky-based special education professional via toll free phone and email.
 - b. New providers are required to attend all Medicaid Trainings in order to execute the reimbursement program. Current providers are required to only attend trainings that are essential to the services they provide. You will be responsible for accurate documentation of all services provided to the special education student based on the service written in the IEP. Services are to be documented within **30 days of the service provided**. Payment for documented therapies will be made within 30 business days. Incomplete or missing documentation will be addressed first by email and if not corrected following the email a meeting will be scheduled with the special education director.
 - c. Evaluations – Medicaid allows providers to use snow days, Professional Development Days and PLC days for writing evaluations and analyzing the evaluation data. This does not include after regular school hours, weekends and holidays.
 - d. Providers shall participate in a Random Moment Time Study (RMTS) created by the Medicaid School Based Administrative Claiming (SBAC) program in an effort to recoup costs associated with administrative activities under the Individuals with Disabilities Education Act (IDEA).
 - e. A change in a practitioner's License, certification or registration may disqualify the practitioner from covered Medicaid services. It is the responsibility of the therapist and or practitioner to submit a new license when a license expires during the contract period.
 - f. Check school email daily during normal workday hours and respond to all administrators and staff communications within 48 hours during regular school days.
- V. In the event, the Newport Independent School District is temporarily closed as a result of an Act of God, sometimes referred to as a force majeure, including but not limited to, extreme weather conditions, an epidemic, pandemic, public health emergency, or for other compelling reasons making it necessary to close schools, the Newport Board of Education and the Special Education Department will require such loss of time to be made up within the school term and/or may extend the school calendar, by all **Related Service Providers/Contractors**. The district will continue to provide a free appropriate public education (FAPE) to all students with disabilities during a school closure. **Related Service Providers/Contractors** must determine whether each student on their caseload will benefit from online or virtual instruction/services, instructional telephone calls, and other curriculum based instructional activities, to the extent available. In doing so, **Related Service Providers/Contractors** should follow appropriate health guidelines to assess and address the risk of transmission in the provision of such services. The District understands there may be exceptional circumstances that could affect how a particular service is provided. If a child does not receive services required by the IEP during a closure the IEP team must make an individualized determination whether and to what extent make up services may be needed, consistent with applicable requirements, including to make up for any skills that may have been lost.

- VI. *Under remote learning, **Related Service Providers/Contractors** may extend their traditional public-school workday to meet the minutes/hours required by their caseload to meet the needs of the student's Individual Education Program (IEP). Some IEP meetings may continue to be held virtually during the 2022-2023 school year.*
- VII. The Board of Education may also take other actions affecting **Related Service Providers/Contractors**, who are reasonably required to continue, delay, or revise normal educational processes. Such actions may include reduction and/or extending a contract during a period that teaching is interrupted with both parties in agreement.

This addendum shall constitute the complete understanding of the related service provider/contractor and the Newport Board of Education and may not be modified in any manner unless agreed upon by the Superintendent, Special Education Director, and the Related Service Provider/Contractor. Provisions of this addendum shall remain in effect for the duration of the contracted 2022-2023 school year.

By Amy Martin, President
Amy Martin, President
Pediatric Therapy Specialist

Date 5/31/2022

By _____
Lisa Swanson, Special Education Director

Date _____

By _____
Tony Watts, Superintendent
Newport Independent School District

Date _____

CONFIDENTIALITY AGREEMENT

FERPA is the *Family Educational Rights and Privacy Act*. This act prohibits the unauthorized release of personally identifiable information about a child, his/her educational records and unauthorized discussion about a child and his/her family by anyone who works in an educational setting. This does not prohibit the sharing of information about a child or their family that is necessary for you to carry out your job responsibilities.

- Sharing unauthorized information about children and their families is prohibited unless within the scope of your duties as a contracted employee of the District.
- Please use appropriate channels of communication for comments and concerns regarding students, their families, and employees of the District. If concerned about a student, family member or staff person or a situation you became aware of in the context of your duties, please speak with the director of special education, teacher, or principal. Do not discuss your concerns with others.
- Be a caring, supportive and professional member of our school team by respecting the rights and privacy of our children as well as fellow staff.
- Keep our schools safe by reporting student misbehavior that is a danger to that student or others.
- Parents have the right to inspect and review their children's educational records and can request copies of all of these records. If you are requested to share school records with a parent please consult with an administrator in your building before you do so.
- You are not required to share documents that are in the "sole possession of the creator" and "serve only as a private memo or reminder and are not shared with ANYONE other than the creator or a temporary substitute". This would include your case/client notes that are for your use only. If you share these notes with others, they become "open records" that must be shared with a parent/guardian who requests access to educational records.
- Parents may request an amendment of records that they consider "inaccurate, misleading, or in violation of the student's rights of privacy or other rights."
- Release of student information to others outside of our schools requires parental consent except in health and safety emergencies and to another school where a student is enrolled or intends to enroll.
- Parents are given annual notice in the *Code of Conduct* book that explains that "directory information" may be released by a school, unless the parent provides written notice to the school that this information may not be released. (*Directory information includes: name, address, telephone number, date and place of birth, major field of study, dates of attendance, class, participation in officially recognized activities and sports, degrees, and awards received and most recent educational institution attended by the student.*)
- Parental access rights transfer to adult students when they reach age of majority, age 18 in Kentucky.
- Notes concerning a student made by a staff member, retained by that person, and not shared with anyone are exempt from parental access.
- Under certain circumstances a state assigned social worker who is investigating child abuse or neglect reports may require certain information about a child or youth. The school principal will verify the authority of that person and instruct school staff to share verbal or written information about a child accordingly to comply with the law.
- When making a report to law enforcement authorities or social services, only the name, address, parent's name(s) in addition to the facts and circumstances may be shared. No additional information about the student's status may be shared at this time including: grade, disability status, disciplinary record, health status, description of behavior, etc. Additional information may be shared only when the court provides a subpoena or with written parental consent.

I have reviewed these regulations on confidentiality and understand its implications with respect to my contract with the Newport Independent School District.

Signature: *Amara M. President*

Date: 5/31/2022