



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

# Issue Paper

ENC.

**DATE:**

08/11/22

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve contracting with All Kids Can Therapy Services LLC to provide occupational therapy services to students per their IEPs.

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of the Board

**HISTORY/BACKGROUND:**

For the 2022/23 school year, there has been an increase in students who require direct occupational therapy services. In the past, therapists have started the school year with an average of 40 students. At the beginning of the 22/23 school year, therapists currently have an average of 47 students. OTs have 7-10 more students on their caseload than in the past due to the increase of preschool students and any newly eligible students who require occupational therapy. This increase will make it necessary to contract for additional support. All Kids Can Therapy Services LLC will support additional students that qualify throughout the year with occupational therapy needs which include providing therapy to students, consultation with school staff, conducting evaluations, report writing, and attending ARCs.

**FISCAL/BUDGETARY IMPACT:**


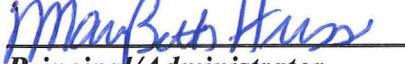
Special Education General Fund. The cost for the 2022/23 school year will vary depending on the number of initial and reevaluations required through an ARC. However, we estimate the cost will not exceed \$10,000 dollars. These services are billed to Medicaid for reimbursement if the students are Medicaid eligible.

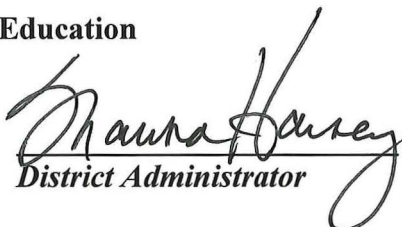
**RECOMMENDATION:**


Approval to contract with All Kids Can Therapy Services LLC to provide occupational therapy services to students per their IEPs.

**CONTACT PERSON:**

Danielle Rice, Director of Special Education

  
  
Principal/Administrator

  
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.



## **SUPPLEMENTAL STAFFING AGREEMENT**

This Agreement is entered into this 12 day of September, 2022, by and between Kenton County Schools referred to in this Agreement as "FACILITY," and All Kids Can Therapy Services, LLC, with an office located at 2420 Wilson Ave, Madison, IN 47250, referred to in this Agreement as "AKC."

FACILITY requires health care candidate(s) to work in various areas of FACILITY on various days, and wishes to engage AKC to provide such candidate to supplement Facility's staff.

AKC provides supplemental health care staffing on a best-efforts basis and is willing to use its best efforts to provide suitable candidate(s) to FACILITY.

Therefore, FACILITY and AKC agree to the following terms and conditions.

### **ARTICLE 1. TERM OF AGREEMENT**

1.01 Term and Termination. This Agreement will be in effect for one school year. Either party may terminate this Agreement AFTER that time by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations under this Agreement resulting from any candidate placement occurring prior to the effective date of the termination, which rights and obligations shall survive such termination.

### **ARTICLE 2. RESPONSIBILITIES OF AKC**

2.01 Services. AKC will, upon request by FACILITY, use its best efforts to provide therapists and allied health practitioners ("Candidates") to FACILITY for supplemental staffing services, subject to availability of qualified Candidates. Candidates will be employees of AKC or employees of a subcontractor of AKC, which status will be identified to FACILITY at the time the Candidate is presented. AKC will assign Candidates only to areas of practice within the Candidate's clinical competence. Assignments are subject to the prior approval of FACILITY's designee. Assignments of Candidates will be in accordance with terms and conditions of assignment, including identification of the Candidate, the applicable rates and the effective period of the assignment, all as set forth in a written assignment in substantially the form of Attachment B hereto, which in each case with respect to a Candidate assignment upon execution by AKC and FACILITY shall become part of and subject to this Agreement.

2.02 Candidate. Candidates will meet the following criteria:

- 1) Possess current state license/registration and/or certifications, including CPR certification, as required by applicable laws, regulations, or accreditation standards for the services to be provided to FACILITY. Upon request, Candidate will present appropriate evidence of such license, registration or certification to FACILITY Administrator.
- 2) Meet AKC and FACILITY conditions of employment regarding FACILITY

policies, procedures, and health clearance (to include proof of pre-employment, physical, TB skin testing, Immunization, Infection Control, and Hepatitis B vaccine or declination statement), provision of professional references, criminal background check, 10 panel drug screen, Office of Inspector General and General Services Administration exclusions/sanctions check, comprehensive background screening, and any other applicable hiring criteria, documentation of which will be kept in the AKC employee file at no cost to FACILITY.

2.03 Insurance. AKC will maintain (at its sole expense), or require the Candidate to maintain, a valid policy of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in annual aggregate covering acts or omissions which may give rise to liability for services under this Agreement. AKC will provide a certificate of insurance evidencing such coverage upon request by FACILITY.

2.04 Employer Obligations. AKC, or its subcontractor, if applicable, will be responsible as employer for payment of wages and other compensation to the Candidate, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance.

2.05 Record Access. In instances where FACILITY is Medicare and/or Medicaid certified, AKC agrees that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, books, documents and records will be made available to the Comptroller General of the United States, the United States Department of Health and Human Services and their duly authorized representatives ("USDHHS") until the expiration of four (4) years after services are furnished under this Agreement.

2.06 Staff Communications. AKC will maintain a communication protocol for Candidates addressing their timely communication to AKC of (i) unexpected incidents, errors and sentinel events involving the Candidate or the Candidate's services under this Agreement and (ii) occupational safety hazards or events that involve the Candidate.

### ARTICLE 3. RESPONSIBILITIES OF FACILITY

3.01 Responsibility for Patient Care. FACILITY shall retain full responsibility and authority for patient care while using a Candidate.

3.02 Insurance. FACILITY will maintain at its sole expense insurance covering its acts or omissions in an amount generally considered standard in FACILITY's industry. FACILITY will forward evidence of coverage to AKC prior to execution of this Agreement and will give prompt written notice of any material change in FACILITY coverage.

3.03 Incident, Error, Tracking System. FACILITY agrees to notify AKC within forty-eight hours of any reported incident, error or tracking error involving a Candidate or services performed under this Agreement.

### ARTICLE 4. MUTUAL RESPONSIBILITIES

4.01 Orientation and Evaluation. FACILITY agrees to provide Candidate with an adequate and timely orientation to FACILITY's relevant unit, setting, or program-specific policies and procedures. At a minimum, FACILITY will orient Candidate to its hazard communication procedures and the FACILITY-specific Exposure Control Plan as it pertains to OSHA requirements for blood borne pathogens. FACILITY agrees to conduct performance evaluations of all Candidates as required for compliance with JCAHO requirements. AKC will reasonably cooperate with FACILITY's efforts to meet its obligations under this Section 4.01.

4.02 Hiring Policy. Neither FACILITY nor any parent, subsidiary or other entity related or affiliated with FACILITY or its parent or subsidiary shall directly or indirectly hire or utilize (except as provided in an agreement with AKC) any Candidate introduced to FACILITY by AKC for a period of one year after the later of the termination of an assignment from AKC and the identification of the Candidate to FACILITY. Both parties agree not to solicit the employees of the other, directly or indirectly, including through their agents or related

entities, for employment during the period of such employee's employment by the other party and for one year thereafter.

4.03 Non-discrimination. Neither AKC nor FACILITY will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

#### ARTICLE 5. COMPENSATION

5.01 Rates. FACILITY will supply AKC under this Agreement at the rates listed in Attachment B or on individual candidate confirmation sheets.

5.02 Billing. AKC may submit monthly electronic invoices to FACILITY for the services of Candidate during the prior week.

5.03 Payment. All amounts due to AKC are net 30 days. FACILITY will send all payments to the address printed on AKC's electronic invoice. FACILITY will pay or promptly reimburse AKC for any state, sales, use or receipts taxes on amounts due AKC hereunder.

5.04 Late Payment. Invoices not paid within thirty (30) days from the date of the invoice will accumulate interest, until paid, at the rate of one and one-half percent (1 ½%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

5.05 Rate Change. AKC will give FACILITY at least thirty (30) days advance written notice of any change in rates. If FACILITY does not reject the new rates in writing within the thirty-day notice period, then AKC may begin to charge the new rates at the end of such notice period.

#### ARTICLE 6. GENERAL TERMS

6.01 Headings. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

6.02 Entire Contract. This Agreement, together with all attachments and addenda hereto, including all Candidate assignments in writing executed by the parties in the future under this Agreement, which shall be considered incorporated herein and made a part hereof, constitutes the entire contract between FACILITY and AKC regarding the services covered under this Agreement. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of who will be deemed to be the original. No amendments to this Agreement will be effective unless made in writing and signed by both parties. This Agreement will be governed by and construed in accordance with the laws of the state of Kentucky.

6.03 Independent Contractors. The parties enter into this Agreement as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture, agency, or employment relationship between the parties.

6.04 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor. In any event, the assigning party will remain fully responsible for compliance with all of the terms of this Agreement.

6.05 Indemnification. AKC agrees to indemnify and hold harmless FACILITY, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of AKC, its directors, officers, employees, or agents under this Agreement. To the extent permitted by Kentucky law, and preserving all immunities afforded it, FACILITY agrees to indemnify and hold harmless AKC, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of FACILITY, its directors, officers, employees, or agents under this Agreement or in connection with the conduct of its business.

6.06 Notices. Any notice or demand required under this Agreement will be in writing; will be

personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

6.07 Availability of Candidate. The parties agree that AKC's duty to supply Candidates on request of FACILITY is on a best efforts basis and subject to the availability of qualified Candidates. The failure of AKC to provide a Candidate or the failure of FACILITY to request a Candidate results in no penalty and does not constitute a breach of this Agreement.

6.08 Compliance with Laws. If any law or regulation is enacted, modified, or judicially interpreted so that this Agreement would be found not to comply with such law or regulation, this Agreement will terminate immediately upon either party's receipt of notice of termination from the other party.

6.09 Attorney's Fees. If any legal action or other proceeding of any kind is brought for the enforcement of this Agreement or because of an alleged breach, default, or any other dispute in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover from the other all reasonable attorney's fees and other costs incurred in pursuing such action or proceeding, in addition to any relief which it may otherwise be entitled.

FACILITY and AKC have acknowledged their understanding of and agreement to the mutual promises written above by executing this Agreement.

ALL KIDS CAN Therapy Services, LLC

Kenton COUNTY SCHOOLS

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**Attachment B**  
**All-Inclusive Hourly Rate Sheet**

All Kids Can Therapy Services All Inclusive Service Agreement  
Setting forth

**Contract Assignment Terms and Rate Sheet**

This Attachment shall be part of the All Kids Can Therapy Services, LLC Agreement between Kenton COUNTY SCHOOLS and ALL KIDS CAN THERAPY SERVICES, dated August 1, 2022.

Physical Therapist,  
Occupational Therapist,  
Speech Therapist:  
\$75/Hour

BCBA:  
\$125/hour

**This hourly rate includes treatment, meetings and documentation time performed by the therapist.**

**CONTRACT LENGTH**

This contract between Facility and All Kids Can Therapy Services, LLC will be for a minimum of 1 year. All contracts will be based on billing rates listed above.

**HOLIDAYS**

Employees of All Kids Can Therapy Services do not work on the following holidays:

New Year's Eve and Day  
Christmas Eve and Day  
Labor Day  
Thanksgiving Day  
Memorial Day  
Independence Day

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Facility Representative	Facility Representative Signature	Date
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All Kids Can Representative	All Kids Can Representative Signature	Date
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