

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

# Issue Paper

**DATE:**

10/24/22

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve contract with Pediatric Therapy Specialist, Inc. to provide occupational therapy services to students per their IEPs.

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of the Board

**HISTORY/BACKGROUND:**

We previously presented an issue paper to the board to contract with All Kids Can Therapy Services LLC. Unfortunately, All Kids Can Therapy Services LLC does not currently have the staff needed to fulfill our contract. Due to this new update, we would like to contract with Pediatric Therapy Specialist, Inc to support current and 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:**

The cost for the 2022/23 school year is \$67.00 dollars per hour and will vary depending on the number of initial and reevaluations required through an ARC. However, we estimate the cost will not exceed \$15,000 dollars. These services are billed to Medicaid for reimbursement if the students are Medicaid-eligible.

**RECOMMENDATION:**

Approval to contract with Pediatric Therapy Specialist, Inc. 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.

**Service Contract for Therapy Services**  
**PEDIATRIC THERAPY SPECIALISTS DBA EMPOWER HOUSE**  
**and**  
**KENTON COUNTY 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 **Kenton County Schools**, 1055 Eaton Drive, Fort Wright, KY 41017 (**Kenton County Schools**).

**WHEREAS**, **Kenton County 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 **Kenton County Schools** utilizes the services of a **Physical Therapist (PT), Occupational Therapist (OT), or Speech and Language Pathologist, (SLP)** along with related specialist and equipment; and

**WHEREAS**, **Kenton County Schools** desires to secure the services of **Empower House**, to provide and direct the provision of **PT, OT, and SLP** related services on behalf of **Kenton County 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. Kenton County Schools agrees to:**

1. Pay **Empower House** for **PT, OT, and SLP** services delivered to or on behalf of students with disabilities 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, provisions of teacher training or parent training, and all related record keeping at the rate of **\$67.00 per hour** for services by a licensed Physical Therapist, Occupational Therapist, or Speech Language Pathologist and at the rate of **\$46.00 per hour** for services by a licensed Physical Therapy Assistant.

2. Pay **Empower House** for such **PT** services delivered during the period of **October 1, 2022 – June 30, 2023** on academic dates reflected on the District's School Calendar adopted by **Kenton County 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 **Kenton County Schools'** policy. **Kenton County 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.

**B. Empower House agrees to:**

1. Provide **PT, OT, and SLP** services to eligible students with disabilities enrolled in the **Kenton County School** District, as identified by the district's Director of Special Education, and perform all related record keeping, for the between **October 1, 2022 –June 30, 2023**, on academic dates reflected on the District's School Calendars adopted by **Kenton County Schools**, and excluding school holidays and in-service days.
2. Maintain confidentiality of student records and **PT, OT, and SLP** 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 timesheets 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 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 **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 October 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 **Kenton County 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, and SLP** services and related 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**

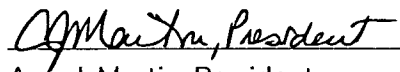
This Service Contract represents the entire agreement of the parties respecting the provision of the services and consideration reflected herein, and any and all prior communications, whether written or oral, regarding the obligations and rights set forth in this Service Contract or the consideration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

10/14/2022  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Henry Webb, Superintendent  
Kenton County Independent Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Danielle Rice, Special Education Director  
Kenton County Independent Schools

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Date

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Date