



DATE:

08/14/23

AGENDA ITEM (ACTION ITEM):

Consider/Approve: contracting with Pediatric Therapy Specialist, Inc. to provide physical therapy services to students per their IEPs at Kenton, Twenhofel, and Summit View.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Kenton County School District currently has two physical therapists. The district has a .5 position posted with no qualified candidates. Due to the needs and size of the district, our current staff is not able to cover all seventeen schools. As a result, we would like to obtain physical therapy services from Pediatric Therapy Specialist, Inc. to assist with physical therapy needs which includes providing therapy to students, consultation with school staff, conducting evaluations, report writing, and attending ARCs. We previously contracted with this company for physical therapy services during the 2022/23 school year.

FISCAL/BUDGETARY IMPACT:

The cost for the 2023/24 school year will vary depending on the number of initial and reevaluations required through an ARC. The estimated cost is \$25,000 dollars to be taken from IDEA-B Federal Grant.

RECOMMENDATION:

Approval to: contract with Pediatric Therapy Specialist, Inc. to provide physical therapy services to students per their IEPs at Kenton, Twenhofel, and Summit View Academy.

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 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), Speech Therapist (SLP), and/or Occupational Therapist (OT)** along with related specialists 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** 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 as available 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. Reimbursement will be at the rate of:

\$75.00 per hour for services provided by a licensed **SLP**

\$67.00 per hour for services provided by a licensed **PT or OT**

\$46.00 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, OT, and SLP** services delivered during the period of **September 12, 2023 – June 30, 2024** 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 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, OT, and SLP services as available 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 services between **September 12, 2023 – June 30, 2024**, 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 therapy 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 that will include itemized time and total hours worked at each school. Time sheets will be submitted to **Kenton County Schools** by the 10th of each month. Payment will be rendered after board approval but not more than two (2) weeks after board approval.
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 August 8, 2023 through June 30, 2024, and may be renewed by mutual agreement of the parties for an approved 1 year contract, beginning July 1 and continuing through 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, 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

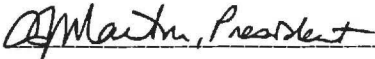
This Service Contract represents the entire agreement of the parties respecting the provision of the services and consideration reflected herein, and any and all prior communications, whether written or oral, regarding the obligations and rights set forth in this Service Contract or the consideration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

7/25/2023

Date

Dr. Henry Webb, Superintendent
Kenton County Schools

Date

Danielle Rice, Director of Special Education
Kenton County Schools

Date

Date