



JESSE BACON, SUPERINTENDENT
ADRIENNE USHER, DEPUTY SUPERINTENDENT
BRANDY HOWARD, CHIEF ACADEMIC OFFICER
TROY WOOD, CHIEF OPERATIONS OFFICER

TO: Dr. Jesse Bacon, BCPS Superintendent
FROM: Troy Kolb, BCPS Director of Special Education
DATE: May 14, 2026
RE: June Board Agenda: OT, SLP, School Psychology Contract Services

Hands on Therapy provides related and school psychology services to students with disabilities. BCPS has a longstanding relationship utilizing this agency through a third party contract with the Ohio Valley Educational Cooperative (OVEC). Through this relationship, Hands on Therapy has provided extensive support to our department helping to cover long term vacancies and staff shortages. We are requesting approval to contract directly with Hands on Therapy for the 2026-2027 school year to provide the same level and type of support as needed. The proposed contract is attached and has been reviewed and approved by BCPS board counsel. Funding for services utilized by this contract will come from the Special Education Department General Fund Budget.

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION



CONTRACT FOR THERAPY SERVICES

This agreement is made and entered into _____, 2026 by and between Hands On Therapy, PSC 190 The Masters, Georgetown, KY 40324, (hereinafter referred to as "Therapists"), each licensed to practice their respective field of occupational, physical, speech therapies and psychology services in the state of Kentucky, and the Bullitt County Public Schools, (hereinafter referred to as "School").

In consideration of the mutual promises, agreements, and undertakings hereinafter set forth, it is hereby agreed as follows:

1. Therapists will provide services in the categories of: student assessments, student IEP planning, direct student intervention and teaching and consultation with School personnel.
2. It is understood that the Therapists will provide similar services for others during the term of this agreement. Services shall be provided at individual school sites in the least restrictive environment by using a variety of instructional strategies. Specially designed instruction, including related services, is to be provided in the least restrictive environment and in the most integrated manner.
3. Therapists will provide therapy in the manner deemed most appropriate in the independent professional judgment of the Therapists. If, after presenting the School with the Therapists' recommendations, the School decides to alter or not provide same treatment, the School shall indemnify and hold the Therapists harmless for any claims, assessments or damages imposed on the Therapists as a result of failure to perform assessments and treatments in a manner consistent with that recommended by the Therapists.
4. Therapists will be paid on an hourly basis unless stated otherwise. School shall pay Therapists for services rendered pursuant to this agreement at the rate agreed upon in the addendum, direct student intervention and planning and student related meetings and paperwork. Therapists will keep accurate records and documentation for the computation of charges.
5. Therapists billing and school payment dates will be addressed in an addendum to this contract.
6. The services will be performed within the geographic area the school serves.
7. The duties and responsibilities of the Therapists are those defined by their respective organization: KY Board of Occupational Therapy, KY Board of Physical Therapy or KY Board, Speech Language Pathology KY Board of psychology and select School policies. Therapists will perform services in accordance with approved methods and standards of practice as defined and stated by theses governing bodies. Therapy services shall function within the guidelines set forth by the Federal Regulations governing Special Education Services. Guidelines set forth by the Kentucky State Department of Education will be followed when determining the need for and providing services.
8. The therapy services provided to the student will be in response to a request from appropriate School personnel.
9. The School shall make available all records and information relevant to the student for the purpose of the services being provided. Therapists must maintain records and reports in accordance with the



policies of the School and the respective governing bodies. Initial and periodic evaluations, plans for intervention, progress reports, records of treatments rendered and other notes will be incorporated in the student's records.

10. When appropriate the school will bill Medicaid for approved services. Therapists shall comply with corresponding Medicaid procedures in the completion of their duties and authorizes payment to the School from the Kentucky Medical Assistance Program for covered services provided by Therapists. Therapists understands she cannot bill KMAP for any service that is reimbursed to School and that Therapists are responsible for the correctness and validity of information submitted for use in KMAP documents submitted by the School in Therapists' name for services provided.
11. The School shall provide routine student care, evaluation tools and treatment materials required to treat students under the scope of this Agreement. Any requests for additional equipment or non-standard items shall be considered in accordance with the financial requirements of the School.
12. Hands On Therapy shall comply with FERPA and shall use such education records solely for the purpose of providing services to the District. Hands On Therapy shall not disclose education records to any third party without the District's prior written consent or as otherwise permitted by law, and shall implement appropriate administrative and physical safeguards to protect the confidentiality and security of such records.
13. Hands On Therapy agrees to maintain confidentiality of all student information and shall refrain from disclosing any such information except as required to perform the services or as otherwise permitted by law. Hands On Therapy shall implement appropriate safeguards to protect the confidentiality of all students' personally identifiable information, and shall ensure that all employees and other personnel with access to such information are bound by equivalent confidentiality obligations. Hands On Therapy shall promptly notify the District of any unauthorized access, use, or disclosure of student information.
14. Therapists will maintain in force professional liability insurance. A copy of the policy will be made available to the School upon request.
15. It is agreed by both parties to this Agreement that they will abide by all existing Federal, State, and local laws and regulations.
16. It is agreed by both parties to this Agreement that all services will be available without discrimination because of race, creed, color, national origin, or developmental ability and that no professionally qualified person will be discriminated against because race, creed, color, national origin, or developmental ability with respect to privilege or professional practice of either organization.
17. This agreement shall continue and be binding upon the parties for the period beginning with a start date of July 1, 2026 through the end of the 2026-2027 school year. This agreement may be amended by written consent of both parties and all amendments will be attached to this Agreement.
18. Either party may terminate this Agreement, with or without cause, by providing written notice to the other giving thirty (30) days of notice of termination.
19. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event that any party commences any action to enforce any term of this Contract, the parties hereto agree to submit the dispute to mediation in lieu of formal litigation. Any



litigated or mediated dispute shall be exclusively maintained in or subject to the venue of the Bullitt County Circuit Court of the Commonwealth of Kentucky.

20. In the event either party materially breaches any term of this Contract, the non-breaching party shall provide written notice specifying the nature of the breach. The breaching party shall have ten (10) business days from receipt of such notice to cure the breach. If the breach is not cured within the applicable cure period, the non-breaching party may terminate this Contract immediately upon written notice.
21. A conversion fee of \$5000.00 is payable if School, as affiliate or its entities, hire our Therapist assigned to you, regardless of the employment classification, on either a permanent, temporary (including temporary assignments through another agency) or consulting basis within one year after the last day of the assignment.
22. This Contract constitutes the entire contract between the parties with respect to the subject matter hereof and supersedes all prior communications or understandings, whether written or oral. This Contract may be amended only by a written instrument agreed to by both parties.

This Agreement is not effective until fully executed by both parties

Hands On Therapy, PSC

BY: Levi Bourget

BY: _____

TITLE: CFO

TITLE: _____

DATE: 04/10/26

DATE: _____