



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

Issue Paper

DATE:

08/27/26

AGENDA ITEM (ACTION ITEM):

Consider/Approve: contract with Kelly Twehues, LLC to provide Occupational therapy services to students per their IEPs.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Given a staff member's (OT) maternity leave, we would like to contract an occupational therapist to deliver the necessary OT services outlined in students' IEPs. Lisa Twehues, LLC will provide therapy, consultation, evaluations, report writing, and participate in ARCs to support eligible students throughout the 2026 school year.

FISCAL/BUDGETARY IMPACT:

337X- The cost for the 2025/26 school year will vary depending on eligible students and the number of initial and reevaluations required through an ARC. However, we estimate the cost will not exceed \$30,000 dollars. These services are billed to Medicaid for reimbursement if the students are Medicaid-eligible.

RECOMMENDATION:

Approval to: contract with Lisa Twehues to provide occupational therapy services to students per their IEPs.

CONTACT PERSON:

Danielle Rice, Director of Special Education

A handwritten signature in cursive script, appearing to read 'Danielle Rice', written over a horizontal line.

Principal/Administrator

A handwritten signature in cursive script, appearing to read 'Theresa Harvey', written over a horizontal line.

District Administrator

A handwritten signature in cursive script, written over a horizontal line.

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 AGREEMENT

This Contract Service Agreement (this "Agreement") is made this 9th day of September, 2026, by and between Kelly Twehues, LLC (DBA: KTL, Speech, Physical & Occupational Therapy) ("Company"), a Kentucky limited liability company, and Kenton County School District ("School").

WITNESSETH:

WHEREAS, School has certain statutory and regulatory duties relating to the provision of educational services to students identified as having special educational needs

WHEREAS, the provision of educational services to students identified as having special educational needs requires, from time to time and on a continuing bases that School utilize the services of a speech language pathologist and occupational therapist or occupational therapist assistant

WHEREAS, Company has SLPs and OTs and OTAs and PTs and PTAs with prior experience and expertise relating to the field of pediatric speech language pathology and occupational therapy and physical therapy; and,

WHEREAS, School desires to secure services using Company's SLPS, OTs, OTAs, PTs and/or PTAs to provide and direct the provision of speech language therapy, occupational therapy and related services on behalf of ??, as necessitated by stature and regulation or otherwise; and,

WHEREAS, KTL Therapy (Company) has agreed to provide those services in accordance with the terms set forth in this Service Contract,

WHEREAS, Company and School desire to enter into this Agreement to establish the terms and conditions of their business relationship.

NOW, THEREFORE, in consideration of the mutual premises and promises herein contained, the parties hereto do hereby covenant and agree as follows:

1. **Services to be Performed.** Company agrees to provide speech and language therapy and/or occupational therapy and/or physical therapy services to students having special educational needs and enrolled in the Kenton County School District, as identified by the district's Director of Special Education and perform all related record keeping on academic dates reflected on the School's district calendars excluding school holidays and in-service days.

2. **Term of Service Agreement.** This Agreement shall remain in force from September 9, 2026 to December 31, 2026 or until such time as either party provides to the other written notice of cancellation, which notice shall be effective thirty (30) days after its receipt, due to breach of terms of this Service Agreement. Likewise, either party shall have the right to terminate this agreement even absent perceived breach, upon sixty day written notice to either party. In the event that circumstances adversely impacting the health and safety of students or in the event of fraud, either party shall have the right to immediate cancellation and termination of

this agreement upon the provision of written notice to the other party which shall describe with particularity the circumstances adversely impacting the health and safety of students or which constitutes fraud.

3. **Fee for Services.** Kenton County School District (School) agrees to pay KTL Therapy for speech and language services and/or occupational therapy services and/or physical therapy services delivered to or on behalf of students with disabilities enrolled in the school district, as identified by the school's Director Of Special Education, to include but not limited to evaluations, Individual Education Plan (IEP) reviews, IEP and other related reports, consultations, attendance at ARC meetings, provision of teacher training or parent training and all related record keeping at the rate of \$102 per hour. This includes attendance of meetings virtually if required.

4. **Payment For Services.** Payment to KTL Therapy for services is for speech and language and occupational therapy services delivered during the "Term of Agreement" or the remaining 2026/2027 school year reflected on the district's school calendar and excluding school holidays and in-service days.

1. **Timesheets & Invoices.** Timesheets and invoices will be received by the special education director or administrator by the 1st of each month for the previous month and paid by the 21st of each month. A charge of 5% of the initial invoice will be added when payment is not received by the 30th of the month. Timesheets are subject to approval for reimbursement by the Special Education Director or other approved staff in the Kenton County Schools district.

2. **Confidentiality.** Company will maintain confidentiality of student records and speech and language and occupational therapy records in accordance with the School policy and all state and federal statutes and regulations.

3. **Liability & License Requirements.** Company will furnish a professional liability insurance policy to cover SLPs, OTs and OTAs from KTL Therapy providing services to students with disabilities at Kenton County Schools. Company will comply with all state and federal education statutes and regulations related to SLP and OT practice and license requirements and will provide a copy of current licensure for any SLP, OT or OTA from KTL Therapy providing services to students in the district.

4. **Independent Contractor.** KTL Therapy shall be considered for all legal purposes as an independent contractor(s) and not employee(s) of Kenton County School District. Aside from the aforementioned obligations to provide speech and language and/or occupational therapy and/or physical therapy 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, KTL Therapy shall be solely responsible for the manner in which services and related services are provided. KTL Therapy shall be solely responsible for compliance with all state and federal regulations governing the payment of taxes on the consideration provided herein.

5. **Notices.** Any notice requiring or permitted to be given hereunder shall be sufficient if in writing, and sent by registered or certified mail, return receipt requested, to the parties at the following addresses or to such other addresses as either party may designate in writing to the other party:

If to the Company: KTL, Speech, Physical & Occupational Therapy
18 North Fort Thomas Avenue
Suite 302
Fort Thomas, KY 41075

If to School: Danielle Rice, Director of Special Education
Kenton County School District
2044 Tuscanyview Drive
Covington, KY 41017

6. **Governing Law.** This Agreement and the performance hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

7. **Attorneys' Fees.** In any legal dispute between the parties regarding the terms and conditions of this Agreement, the prevailing party shall be entitled to reimbursement of their legal fees from the non-prevailing party.

8. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between Company and Contractor with regard to all matters contained herein. This Agreement may be amended, supplemented or interpreted at any time only by written instrument duly executed by both parties.

9. **Benefit.** This Agreement shall inure to the benefit of and be enforceable by the parties hereto, and their respective heirs, representatives, successors and assigns.

10. **Waiver.** Any consent by any party, or waiver of a breach of any provision of this Agreement by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any breach of any other provision or subsequent breach of the same provision.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Company:

KTL, Speech, Physical & Occupational Therapy

By: _____
Kelly Twehues, Member

School:

Danielle Rice, School Representative