



## **AGREEMENT**

THIS AGREEMENT made on this 25th day of March 2022, in Fairlawn, Ohio, by and between LLA THERAPY LLC (“LLA”) and NORTON CITY SCHOOLS, (“SCHOOL”).

WHEREAS, SCHOOL desires the services of licensed therapists for its students – specifically: speech, behavioral, physical and occupational therapists and/or assistants, as further described below (collectively, “Therapy Services”);

WHEREAS, LLA desires to provide Therapy Services to students of SCHOOL who qualify for Therapy Services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, LLA and SCHOOL (“Parties”) do mutually agree as follows:

### **I. SERVICES PROVIDED BY LLA**

Subject to the terms and conditions set forth herein, LLA shall provide the following services to students of SCHOOL in accordance with the student’s individualized education program (“IEP”) and as authorized by a student’s physician and mandated by Ohio law:

1. LLA agrees to provide licensed therapists and therapy assistants to provide Therapy Services, as necessary, Monday through Friday (except holidays), subject to availability of such therapists as determined by LLA.
2. Therapists shall have current and valid Ohio licenses, and as required, a teaching certificate from the State of Ohio Department of Education.
3. LLA shall maintain or cause each therapist to maintain insurance coverage for acts of negligence or professional misconduct with respect to Therapy Services rendered by LLA therapists as representatives of SCHOOL. LLA shall furnish a certificate of insurance to SCHOOL upon request.
4. Therapy Services shall include, without limitation, assessments/evaluations, treatment, consultation, documentation, parent/teacher instruction, in-service education, team staffing and IEP meetings.
5. When Therapy Services are rendered by a therapist and a therapy assistant, collaboration time is necessary and will be billed accordingly.

6. LLA therapists shall communicate directly with the SCHOOL DIRECTOR OF SPECIAL EDUCATION regarding school policies and procedures, scheduling, equipment needs, and any other provisions necessary to carry out the terms of the Agreement. If questions arise regarding interpretation of Ohio Model Policy and Procedures for the Education of Children with Disabilities that impact service delivery, LLA reserves the right to consult with appropriate legal counsel and/or the Ohio Division of Special Education. LLA further reserves the right to deliver services in accordance with said recommendations.
7. LLA shall comply with all applicable federal and state laws, rules and regulations in rendering Therapy Services.

## **II. SERVICES PROVIDED BY SCHOOL**

Subject to the terms and conditions specified herein, SCHOOL shall provide LLA the following:

1. Timely information regarding scheduling, treatments, and any other information necessary to carry out the terms of this Agreement.
2. A suitable area for treatment that is accessible, private, ventilated, well lit, and large enough to accommodate Therapy Services and activities.
3. Equipment and supplies necessary to carry out the therapy programs of students. SCHOOL shall be responsible for arranging for payment of said equipment and supplies.

## **III. COMPENSATION**

LLA shall deliver invoices to SCHOOL for Therapy Services rendered to coincide with the accounts payable payment schedule of the SCHOOL. SCHOOL shall pay LLA invoices within 15 days of the dates of LLA invoices. Hours for Therapy Services shall be stated on invoices and billed at the hourly rates specified in "Exhibit A" attached hereto. The fee schedules set forth in "Exhibit A" may be modified by mutual written consent of LLA and SCHOOL. LLA reserves the right to suspend or terminate services if SCHOOL fails to pay invoices when due.

## **IV. INDEMNIFICATION**

LLA shall not be liable under any agreements or obligations of SCHOOL, except as otherwise provided pursuant to this Agreement, or for any act or omission of SCHOOL or SCHOOL's officers, employees or agents. SCHOOL will be responsible for any and all liability, claims, causes of action, losses, damages, costs and expenses that are caused by or arise out of any omission, fault, negligence, malpractice or other misconduct by SCHOOL, its officers, employees, independent contractors or volunteers, in connection with this Agreement.

SCHOOL shall not be liable under any agreements or obligations of LLA, except as otherwise provided and pursuant to this Agreement, or for any act or omission of LLA or LLA's officers, employees or agents. LLA will be responsible for any and all liability, claims, causes of action, losses, damages, costs and expenses that are caused by or arise out of any omission, fault, negligence, malpractice or other misconduct by LLA, its officers, employees, independent contractors or volunteers, in connection with this Agreement.

## **V. RELATIONSHIP BETWEEN THE PARTIES**

1. Nothing in this Agreement is intended to, or shall be construed to, create a partnership or joint venture between the Parties, the employees or agents of either. Neither party shall have the authority to bind the other in any respect, it being intended that each shall remain an independent contractor solely responsible for its own conduct. No employee or agent of one party hereto shall be considered an employee or agent of the other party hereto.
2. It is the intention of the Parties that no employment relationship between SCHOOL and the LLA licensed therapist be created since the LLA therapist is a representative of LLA and shall receive all of his or her compensation for services rendered from LLA. The supervision and control of the work performed by the LLA licensed therapist pursuant to this Agreement will be the responsibility of LLA since the licensed therapist is a representative of LLA. However, in order to comply with Ohio law, the clinical supervision of licensed therapy assistants will remain the responsibility of the supervising therapist, regardless of his or her employer.
3. SCHOOL shall not solicit nor offer employment, by contract or otherwise, to any LLA professional rendering services to SCHOOL for a period of one (1) year following termination of this Agreement without the express written consent of LLA. In the event that LLA grants written consent, SCHOOL agrees to pay LLA the greater of: (a) the sum of Five Thousand Dollars (\$5,000.00) or (b) fifty percent (50%) of the LLA professional's highest annual or annualized (if employed less than one year) gross wages or salary during said professional's association with LLA.
4. The vendor will comply with the requirements of 45 CFR 164.504 (e) (1) for safeguarding and limiting access to information concerning beneficiaries. The vendor will allow representatives of the US Department of Human Services, ODM, ODE, or their respective designee access to the subcontractor's books, documents and records. The vendor acknowledges that they or their principles are not suspended or barred.

## **VI. ASSIGNMENT**

Neither party shall assign or delegate its rights and obligations under this Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld.

## **VII. ACCEPTANCE OF AGREEMENT**

Acceptance of this Agreement is evidence of SCHOOL's intent to comply with Title VI and Title VII of the 1964 Civil Rights Act and subsequent amendments, which prohibits discrimination because of race, sex, national origin, age, color or handicap in any facet of SCHOOL operation.

## **VIII. CONSTRUCTION AND INTERPRETATION**

This Agreement shall be construed and interpreted in conformity with the laws and regulation of the State of Ohio.

**IX. INTEGRATION OF AGREEMENT**

This instrument constitutes the sole Agreement on the terms herein between the Parties, and no statements, promises or modifications made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified or amended except in writing signed by the Parties.

**X. TERM AND TERMINATION**

This Agreement shall be effective commencing on July 1, 2022 and ending on June 30, 2024. Either party may terminate this Agreement with or without cause by giving the other party thirty (30) days advance written notice by certified mail. All amounts due to LLA shall be paid to LLA upon termination of the contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as a sealed instrument as of the date first written above.

**LLA THERAPY LLC**

By: M. Troy McClowry  
M. Troy McClowry, President & Owner

3/25/2022  
Date

**NORTON CITY SCHOOLS**

By: \_\_\_\_\_

\_\_\_\_\_  
Date

**EXHIBIT A**

For the period of July 1, 2022 through June 30, 2024 SCHOOL agrees to pay LLA for all professional services rendered and travel time between buildings according to the following schedule of fees:

PHYSICAL THERAPIST	\$74.00 / hour
PHYSICAL THERAPIST ASSISTANT	\$51.00 / hour
OCCUPATIONAL THERAPIST	\$74.00 / hour
OCCUPATIONAL THERAPIST ASSISTANT	\$51.00 / hour
SPEECH LANGUAGE PATHOLOGIST	\$74.00/ hour

**LLA THERAPY LLC**

By: M. Troy McClowry  
M. Troy McClowry, President & Owner

3/25/2022  
Date

**NORTON CITY SCHOOLS**

By: \_\_\_\_\_

\_\_\_\_\_  
Date