

## AGREEMENT

THIS AGREEMENT made on 20th day of March 2015, in Akron, Ohio, by and between LLA THERAPY ( dba PRN THERAPY SERVICES, INC.) hereinafter referred to as “LLA” and NORTON CITY SCHOOLS, hereinafter referred to as SCHOOL.

WHEREAS, SCHOOL is in need of licensed speech, physical and occupational therapists and/or assistants;

WHEREAS, LLA has available therapy services and is willing to make such services available for students of SCHOOL who qualify for said services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties to this Agreement do mutually agree as follows:

### SERVICES PROVIDED BY PRN

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 IEP and as authorized by the student’s physician when mandated by state therapy practice act laws:

1. LLA agrees to provide licensed therapists and therapy assistants, as needed, Monday through Friday (except holidays), subject to the availability of such therapists as determined by LLA.
2. Said therapists shall hold and maintain a current and valid Ohio license, and when required, a teaching certificate from the State of Ohio Department of Education.
3. LLA shall maintain or cause the therapist to maintain complete and adequate liability coverage including, but not limited to, coverage for any acts of negligence or professional malpractice rendered by LLA staff as a representative of SCHOOL. LLA shall furnish to SCHOOL a certificate of insurance within 30 days of the date of this Agreement.
4. Therapy services rendered upon the request of SCHOOL shall include, but not be limited, to assessments/evaluations, treatment, consultation, documentation, Medicaid Billing documentation, parent/teacher instruction, inservice education, team staffing, and IEP meetings.
5. When therapy services are rendered by a therapist and a therapy assistant, it is understood that 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 upon mutual agreement with SCHOOL.

## **SERVICES PROVIDED BY SCHOOL**

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

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

## **COMPENSATION**

SCHOOL will be billed monthly by LLA. SCHOOL shall pay LLA on or before the 15<sup>th</sup> of the month following the receipt of LLA's invoice. Such payments shall be on an hourly basis in accordance with "Exhibit A" hereto. The fee schedule set forth in "Exhibit A" may be modified only upon the written consent of LLA and SCHOOL. Failure to make said payments shall constitute grounds for LLA to refuse to provide further services.

## **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.

## **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 actions. 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 both LLA and SCHOOL 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 said licensed therapist is a representative of LLA. However, to be in compliance with state therapy practice act laws, the clinical supervision of licensed therapy assistants will remain the responsibility of the supervising therapist, regardless of their place of employment.
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 sum of Five Thousand Dollars (\$5,000.00) or fifty percent (50%) of the LLA professionals' gross wages or salary during said professionals' first year of employment, whichever is greater.

#### **ASSIGNMENT**

Neither party shall assign or delegate their respective rights and obligations under this Agreement unless that party obtains prior written authorization from the other party, which consent may not be unreasonably withheld.

#### **ACCEPTANCE OF AGREEMENT**

Acceptance of this Agreement of Authorization 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, except where such discrimination is a bona fide, documented business necessity.

#### **CONSTRUCTION AND INTERPRETATION**

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

#### **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 altered except in writing signed by the parties and endorsed hereon.



**EXHIBIT A**

For the period of August 17, 2015 through August 16, 2017, 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	\$50.00 / hour
OCCUPATIONAL THERAPIST	\$74.00 / hour
OCCUPATIONAL THERAPIST ASSISTANT	\$50.00 / hour
SPEECH LANGUAGE PATHOLOGIST	\$74.00/ hour

NOTE: LLA Therapy and Norton City Schools agree to review, and if mutually agreeable, to amend the fee schedule, at a convenient time to take into consideration any changes or necessary adjustments required by (SCHOOL) or provider.

**LLA THERAPY**

By:  3/20/15  
M. Troy McClowry, President and Owner Date

**NORTON CITY SCHOOLS**

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