

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 15th 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.

RETIREMENT PROGRAM OBLIGATIONS

The SCHOOL is required to enroll individuals providing services in these positions to SCHOOL students in the State Teacher Retirement System (STRS). The SCHOOL requires that LLA remit both the employee and employer's monthly contributions to the School District's Treasurer's Office on a monthly basis.

1. Under Ohio Revised Code 3307.01 and 3319.22 to 3319.31, any individual performing work under this contract shall be considered a member of the State Teacher Retirement System (STRS).
2. Such membership shall require LLA to make deductions from covered individual's compensation in accordance with effective STRS contribution rates, as described in Exhibit B, which is incorporated into this Agreement by reference. These deductions shall be made by LLA in accordance with Ohio Revised Code 3307.26. Individuals who contribute to a public retirement system are exempt from the 6.2% Social Security (OASDI) tax portion of the Federal Insurance Contributions Act (FICA) when applicable. The 1.45% Medicare portion of FICA is still required, when applicable.
3. LLA shall pay to the SCHOOL fourteen percent (14%) of the compensation earned by all persons employed or contracted by LLA for work performed under this contract, as described in Exhibit B. This additional amount constitutes the employer's contribution to the State Teacher Retirement System (STRS) as prescribed by Ohio Revised Code 3307.28.
4. On a regular monthly basis, and by no later than the tenth (10th) day of each month, LLA shall transmit to the SCHOOL all amounts which were deducted from compensation, as well as the additional amounts reflecting the employer's contribution described above.
5. Two separate checks shall be made payable to the Norton City School District; one representing employer contributions and one representing employee contributions. Both are to be mailed to: Norton City School District

Treasurer's Office
4108 Cleveland-Massillon Rd
Norton, Ohio 44203-5633

6. LLA shall transmit the following information with each such monthly check on the form provided as Exhibit C, which is incorporated into this agreement by reference:
 - a. The full name and Social Security number of each individual for whom contributions are being submitted.
 - b. The individual gross earnings figures for work performed under this contract by each individual during the preceding month.
 - c. The number of days worked during the preceding period.
 - d. The amount of employee contributions (pre-tax or post-tax).
 - e. The amount of employer contributions.
7. LLA shall comply with the requirements of Ohio Revised Code 3307.211, 3307.212, and 3307.29. Because the SCHOOL is responsible for administering the contractor's State Teacher Retirement System (STRS) contributions, any and all information, notices, or records required of employers by the above cited statutory provisions are items, which LLA shall supply to the SCHOOL.
8. The SCHOOL shall transmit such information, as well as the required contributions, to the appropriate parties for all individuals who perform work under this contract on behalf of LLA.
9. Failure to comply with all of the requirements under this Section and the BCII requirements shall result in the holding of payment by the Treasurer, Norton City School District until such requirements are met.

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

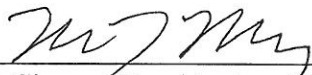
This instrument constitutes the sole Agreement on the terms herein between the parties, and no statements, promises or modifications made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified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

TERM AND TERMINATION

This Agreement shall be in effect from August 17, 2015 to August 16, 2016. 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

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

NORTON CITY SCHOOLS

By: _____
Date _____

EXHIBIT A

For the period of August 17, 2015 through August 16, 2016, SCHOOL agrees to pay LLA for all professional services rendered and travel time between buildings according to the following schedule of fees:

PHYSICAL THERAPIST	\$90.00 / hour
PHYSICAL THERAPIST ASSISTANT	\$61.00 / hour
OCCUPATIONAL THERAPIST	\$90.00 / hour
OCCUPATIONAL THERAPIST ASSISTANT	\$61.00 / hour
SPEECH LANGUAGE PATHOLOGIST	\$90.00/ 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 _____

EXHIBIT B

STRS CONTRIBUTION RATES

Effective	Member	Employer
July 1, 2015	13%	14%
July 1, 2016	14%	14%

Exhibit C

State Teachers Retirement System of Ohio					
School District Name					
Treasurer's Office					
Address					
City, State Zip					
Month/Year					
Social Security Number	Full Name	Gross Earnings	# Days Worked	Employee Contributions	Employer Contributions
TOTAL		\$0.00		\$0.00	\$0.00

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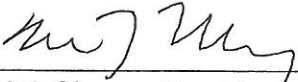
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