

AGREEMENT

This agreement effective _____, 2016 by and between Brecksville-Broadview Heights City School District (hereinafter referred to as FACILITY) and Sendero Therapies, Inc., (hereinafter referred to as CONSULTANT.)

For mutual consideration, the parties hereby agree as follows:

I. Duties of the Consultant

- A. Provide direct/indirect occupational therapy and physical therapy evaluation and treatment services to students for the 2016-19 school years.
- B. Record students' evaluation and treatment results and progress.
- C. Provide information for the development of student IEPs.
- D. Provide consultation and collaboration services.
- E. Provide services to meet district needs for all students to include response to intervention model services.
- F. Therapists will be available to render services required hereunder during normal school hours (7:30 a.m-4:30 p.m.), unless, otherwise agreed upon by both parties, as an accommodation.
- G. Consultant will maintain all necessary state licensure requirements by the OT and PT licensure board and consultant staff will abide by these requirements.
- H. Consultant will maintain professional liability insurance.

II. Duties of the Facility

- A. Provide rent free space and equipment as is reasonably required to enable Consultant to perform duties and services.
- B. Maintain liability insurance to indemnify and hold harmless Consultant from any claims caused by employees of Facility and/or premises.
- C. Provide copies of IEPs and other related reports and materials.
- D. If the district is using computerized IEP writing program the District shall provide access to Consultant staff both at school and at home (if available to district staff) in order to be able to input IEP, MFE information.

III. Frequency of Services and Fee Schedule

- A. Consultant shall make occupational therapy services available to meet district needs. Both parties will honor federal and state regulations for caseload coverage and days will be automatically adjusted if therapist/student ratios change. Such

availability shall be invoiced to the Facility regardless of student presence or absence except for advanced scheduled school breaks. Scheduled days which are cancelled by the Consultant shall not be invoiced to the Facility.

- a. Hours to service district provided by an Occupational Therapist will be billed at \$66.00 an hour for 2016-17 school year; \$67.00 an hour for 2017-18 school year; \$68.00 for 2018-19 school year.
 - b. Hours to service district provided by an Occupational Therapy Assistant will be billed at \$56.00 an hour for 2016-17 school year; \$57.00 an hour for 2017-18 school year; \$58.00 for 2018-19 school year.
- B. Consultant shall provide occupational therapy sessions for "TBD" extended school year services (includes travel expenses) at the rate of \$80.00 per hour. Such availability shall be invoiced to the Facility regardless of student presence or absence. Scheduled days which are cancelled by the Consultant shall not be invoiced to the Facility.
- C. Consultant shall make physical therapy services available to meet district needs. Both parties will honor federal and state regulations for caseload coverage and days will be automatically adjusted if therapist/student ratios change. Such availability shall be invoiced to the Facility regardless of student presence or absence except for advanced scheduled school breaks. Scheduled days which are cancelled by the Consultant shall not be invoiced to the Facility.
 - a. Hours to service district provided by a Physical Therapist will be billed at \$76.00 an hour for 2016-17 school year; \$77.00 an hour for 2017-18 school year; \$78.00 for 2018-19 school year..
 - b. Hours to service district provided by a Physical Therapy Assistant will be billed at \$66.00 an hour for 2016-17 school year; \$67.00 an hour for 2017-18 school year; \$68.00 for 2018-19 school year.
 - c.
- D. Consultant shall provide physical sessions for "TBD" extended school year services (includes travel expenses) at the rate of 90.00 per physical therapy hour . Such availability shall be invoiced to the Facility regardless of student presence or absence. Scheduled days which are cancelled by the Consultant shall not be invoiced to the Facility.
- E. Additional time for Professional Development Training to BBHCSD staff, as scheduled with the mutual agreement of the Facility and the Consultant, shall be billed to the Facility at the rate of \$75.00 per hour. Fees include preparation, set up time of presented materials and presentation. The anticipated number of sessions is "TBD" and more as deemed necessary and mutually agreed upon by Facility and Consultant.
- F. Consultant shall invoice the Facility monthly for the performance of the work hereunder. Upon receipt the Facility will reimburse the Consultant within thirty days.
- G. Every effort will be made to accommodate services requested. Therapists are assigned based on identified service needs based on caseload information. Consultant shall make a good faith effort to accommodate these needs, however it shall not be held responsible for any claim or inability to meet staffing or service needs if there are increased demands which differ significantly from the initial staff assignment or in the event that the consultant staff member is unable to perform their duties as a result of any medical or other unanticipated condition

which would prevent them from providing services. No claim shall be made against Consultant if Consultant is unable to attain staff or loses staff members at no fault of Consultant.

IV. Proprietary Rights

The therapists provided by Consultant are Consultant employees or subcontractors the Consultant. For a two year period following contractual termination of this contract with Consultant, Facility agrees to provide written permission to Consultant; agrees to pay consultant lump sum of \$25,000 to compensate Consultant for specific training of employee, loss of business and for the loss of the employee or subcontractor by the Consultant.

V. Grounds for Termination

The Facility and Consultant shall have grounds for termination of this agreement upon:

- A. Mutual agreement by Consultant and Facility;
- B. Failure of either party to comply with the terms of this Agreement.

VI. Miscellaneous

This agreement shall be construed in accordance with the laws of the State of Ohio. Amendments to this Agreement may be made at any time by mutual agreement reduced to writing and signed by the parties.

VII. Term

The term of this Agreement shall begin on _____, 2016 and shall extend to _____, 2017.

IN WITNESS WHEREOF, the parties hereto execute agreement to this Contract on _____, 2016.

SENDERO THERAPIES, INC.
8479 Rockefeller Lane
Sagamore Hills, OH 44067

BY: _____ Date: _____
Rebecca L. Mohler, President

Brecksville-Broadview Heights School District

BY: _____ Date: _____

TITLE: _____