CONTRACT

This Agreement is made this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_ by and between Warren County School District and Glenn-Den Enterprises.

1. Background and General Terms of Agreement

1.1 Warren County School District, hereinafter referred to as “school district” has requested a contract for Occupational (OT), Physical (PT), and Speech (ST) Therapy services for ESY.

1.2 Glen-Den Enterprises, hereinafter referred to as “provider,” will contract with agency and supply OT, PT, ST, and other professional services on request.

1.3 Provider shall supply OT, PT, ST, and other services as requested as required pursuant to the oral or written request of the school district. Provider shall be an independent contractor of agency, and provider shall not hold itself out to third parties as an employee of the agency nor be deemed an employee of the school district.

1.4 Provider certifies to the school district that provider possesses the skills, qualifications, licenses, and certifications necessary to perform adequately the functions designated by agency.

2. Responsibilities of Parties

2.1 Within ten (10) days or such other reasonable period of time mutually agreed upon by the parties following the end of each calendar month, provider shall furnish to agency an invoice setting forth the total number of hours worked by provider, with a total calculation for the costs of services for the preceding month. Within (30) thirty days after receipt of said invoice, the school district shall pay monthly to provider at its address given below the amount of the total costs for service.

2.2 The school district shall notify provider as soon as practical of its contractor requirements, and any changes to its requirements as shall be necessary from time to time. Such notice shall specify the date (s), time (s) and location (s) of service, and the nature of the service to be provided by provider.

2.3 The rate of provider shall be $105 per hour for direct therapy time

The provider will:

1. Schedule and provide therapy in a timely manner according the student’s IEP. Any missed sessions will be specifically documented.

2. Provide daily/monthly documentation in a timely manner to the school district.

3. Return phone calls to school district in a timely manner.

4. Therapy sessions cancelled by a therapist will not result in billing.

3. Provider Records

3.1 Provider shall compile and maintain accurate and complete contractor records in such form, detail and manner as facility may reasonably request. Said records shall be made available for inspection by agency and its representatives upon request.

4. Non-Discrimination

4.1 In the performance of its obligations under this Contract, Provider shall comply with the provisions of all applicable federal, state, and local laws prohibiting discrimination on the grounds of age, race, color, sex, national origin, religion, citizenship, disability, sexual persuasion, or veteran status.

5. Terms of Contract

5.1 The term of this Contract shall be from July 11, 2016 through July 29, 2016.

6. Notices and Addresses

6.1 Unless specifically provided herein, all notices required to be given under this agreement shall be given in writing and may be deemed to have been given three (3) days after being deposited in the United States certified or registered mail, or with any reputable overnight delivery company, prepaid, and addressed to the proper party, at the following addresses:

Glenn Den Enterprises, PO Box 796, 145 Steffee Blvd., Seneca PA 16346

814-677-1390 (phone) (814) 677-1393 (fax)

Amy Kaltenbach: akaltenbach@nextsteptherapy.net

7. Entire Contract

7.1 This Contract supersedes any other written or oral agreement previously made between the parties concerning the subject matter of this Contract. This Contract constitutes the complete Contract between the parties, and no other oral or written agreement between the parties shall have any legal force or effect concerning the subject matters of this Contract.

8. Amendment

8.1 This Contract may be amended by the parties only by means of another Contract executed with the same formality as this Contract.

9. Governing Law

9.1 This Contract shall be governed by and interpreted under the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Contract as of the date first above written.

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

Amy Kaltenbach, Administrator of Next Step Therapy and Glenn Den Enterprises

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Warren County School District