REHABILITATION SERVICES AGREEMENT

**1.01** This Agreement is entered into this day, \_\_\_\_\_\_\_\_\_\_\_\_ 2016, between Glenn-Den Enterprises dba Next Step’s Child Enrichment Center located at P.O. Box 796, 145 Steffee Boulevard, Seneca, PA, 16346, and Warren County School District, 6820 Market Street, Russell, PA 16345, hereafter referred to as the “school district.”

**1.02** The School District desires to arrange for Speech Therapy, Occupational Therapy and Physical Therapy services for the ESY program.

**1.03**  **WHEREAS,** NEXT STEP’S CHILD ENRICHMENT CENTER employs professional practitioners of Speech Therapy, Physical Therapy and Occupational Therapy referred to as "practitioners" who are duly qualified and licensed to provide such services in the Commonwealth of Pennsylvania and desire in coordination with the School District to service students who are in need of therapy as identified by their IEP.

**1.04 NOW, THEREFORE**, the parties of this Agreement hereby enter into this Agreement in order to provide a full statement of their respective responsibilities in connection with the provision of these services during the term of this Agreement. In consideration of the mutual promises and covenants contained herein, after the mutual benefit to be derived hereunder, the parties agree as follows.

# RESPONSIBILITIES OF “The School District”

**2.01** **Responsibility for Student Care:** The School District will provide a list of students who are in need of therapy and copies of their IEP’s. The School District will provide initial training for the practitioner so that continuity of care is assured and that expectations are met. The School District shall give written notice promptly to NEXT STEP’S CHILD ENRICHMENT CENTER of any relevant changes in the student’s medical condition or the student’s eligibility status for speech services.

**2.02 Documentation:** The School District will supply all forms necessary for documentation to the practitioner.

**2.04 Student Information:** The School District will provide, maintain, and make available for review by NEXT STEP’S CHILD ENRICHMENT CENTER’s practitioners, student records, including practitioner documentation and any supplemental information including but not limited to applicable School District policies and procedures.

**2.05 Non-Discrimination:** The School District, according to all applicable provisions of Section 504 of the Rehabilitation Act of 1973 as amended from time to time regarding nondiscrimination against handicapped persons and Title VI and Title VII of the Civil Rights Act of 1964, shall not discriminate in employment or provision of services with regard to age, race, color, religion, military status, gender preference, sex, marital status, national origin, disability or source of payment.

**2.06 Grievance Policy:** The School District, in cooperation with NEXT STEP’S CHILD ENRICHMENT CENTER will investigate all complaints regarding NEXT STEP’S CHILD ENRICHMENT CENTER’s practitioners' services to students according to The School District’s current policy and procedures. The School District will provide a current copy of this policy to NEXT STEP’S CHILD ENRICHMENT CENTER and will provide NEXT STEP’S CHILD ENRICHMENT CENTER with a revised policy prior to implementation of any change in the current policy.

**2.07 Supplies and Durable Medical Equipment:** The School District will be responsible for obtaining any durable medical equipment and supplies required for NEXT STEP’S CHILD ENRICHMENT CENTER’s practitioners to provide services to the students.

## RESPONSIBILITIES OF NEXT STEP’S CHILD ENRICHMENT CENTER

* 1. **Responsibility for Student Care:** NEXT STEP’S CHILD ENRICHMENT CENTER shall provide Speech Pathology services to students of the School District in accordance with the provisions contained herein upon receipt of the student list from the School District and in accordance with accepted professional standards and principles. NEXT STEP’S CHILD ENRICHMENT CENTER practitioners will evaluate and treat in accordance with the established IEP and provide recommendations for care as appropriate.
  2. **Licensed Professionals:** NEXT STEP’S CHILD ENRICHMENT CENTER will make available to the School District as requested, practitioners who are qualified and licensed by the Commonwealth of Pennsylvania, and have at least one year experience in the provision of Speech Pathology.
  3. **Credentials:** NEXT STEP’S CHILD ENRICHMENT CENTER certifies that practitioners providing services under this Agreement meet all applicable local, state, and federal licensing, regulatory, and educational requirements to perform speech therapy.

**Upon initiation of contract** NEXT STEP’S CHILD ENRICHMENT CENTER **can provide to the School District, for each employee providing services, the following:**

* A copy of professional license
* Clearances (FBI, Child Abuse, State Police) as appropriate for student population and/or required by State or Federal Law
* Current CPR and First Aid certification

**3.04 Schedule of Visits:** The NEXT STEP’S CHILD ENRICHMENT CENTER practitioner will establish a projected schedule of visits based upon the student information provided by the school district.

**3.05 Invoices:** Every month, NEXT STEP’S CHILD ENRICHMENT CENTER will provide to The School District invoices that detail the type of services provided including the student’s name and date service was rendered during the preceding month, their costs, and other permitted expenses. Such invoices may be submitted on NEXT STEP’S CHILD ENRICHMENT CENTER letterhead or on The School District’s contract reimbursement forms. The invoice shall be submitted by the third (3rd) working day of the month following the month on which services were performed.

**3.06 Non-Discrimination:** NEXT STEP’S CHILD ENRICHMENT CENTER will not discriminate in employment or provision of services with regard to age, race, color, religion, military status, gender preference, sex, marital status, national origin, disability or source of payment.

**3.07 Complaints:** NEXT STEP’S CHILD ENRICHMENT CENTER will cooperate with The School District to resolve any complaints regarding practitioner's services to students of The School District in accordance with The School District’s current policies and procedures.

**3.08 Insurance:** NEXT STEP’S CHILD ENRICHMENT CENTER will maintain at its sole expense a valid insurance policy covering general and professional liability arising from the acts or omissions of NEXT STEP’S CHILD ENRICHMENT CENTER its practitioners, its agents, and its employees in the amount of one-million-dollars ($1,000,000) per occurrence and three-million-dollars ($3,000,000) in the aggregate. NEXT STEP’S CHILD ENRICHMENT CENTER will also maintain worker's compensation insurance appropriate for state statutory requirements for independent contractors. NEXT STEP’S CHILD ENRICHMENT CENTER will provide a current certificate of insurance evidencing these coverages, and will give prompt notice to The School District of any material changes in coverages.

**3.09 Standards:** NEXT STEP’S CHILD ENRICHMENT CENTER will ensure that each practitioner providing services under this Agreement meets the qualifications and licensure requirements and fulfills the responsibilities of his or her professional discipline as outlined in the Federal Conditions of Participation and of the applicable federal and state laws and regulations.

**3.10 Corporate Compliance:** NEXT STEP’S CHILD ENRICHMENT CENTER has developed a Corporate Compliance Program and will ensure that services provided under this Agreement are in compliance with Medicare, Medicaid, insurance, and local, state and federal requirements.

**3.11 Continuity of Care:** NEXT STEP’S CHILD ENRICHMENT CENTER will attempt to keep the same practitioners assigned to a specific student of the School District for the duration of contract.

**3.12 Confidentiality:** NEXT STEP’S CHILD ENRICHMENT CENTER agrees that all student records shall be treated as confidential to the fullest extent required by law. The School District shall be solely responsible for responding to any requests for access to student records.

# FINANCIAL CONSIDERATIONS

**4.01 Schedule of Rates:** The School District will pay NEXT STEP’S CHILD ENRICHMENT CENTER a fee which is based upon direct and overhead costs according to the billing schedule in Appendix “A”.

**4.02 Payment:** The School District shall compensate NEXT STEP’S CHILD ENRICHMENT CENTER within thirty (30) days after receipt of original invoice. Any changes for adjustments to visits will be adjusted via a credit or debit memo issued against the original invoice.

**4.03 Billing:** The School District shall be responsible for billing for all professional services that are provided by NEXT STEP’S CHILD ENRICHMENT CENTER’s practitioners. In no event will NEXT STEP’S CHILD ENRICHMENT CENTER bill the patient or third party payor or collect insurance deductibles or proceeds. NEXT STEP’S CHILD ENRICHMENT CENTER and its practitioners will not accept gratuities or payment in any form from any student for services performed under the terms of this Agreement.

**4.04** **Change in Reimbursement / Practice:** In the event that there is a significant change in reimbursement by Medicare or other third party payers for Home Health Services, the parties will re-negotiate the terms of payment outlined in Appendix “A”.

# GENERAL PROVISIONS

* 1. **Term:** This Agreement will be in effect for one (1) year commencing on \_\_\_\_\_\_\_\_\_\_\_ NEXT STEP’S CHILD ENRICHMENT CENTER and ending on \_\_\_\_\_\_\_\_\_\_\_\_. NEXT STEP’S CHILD ENRICHMENT CENTER (hereinafter the “Term”), unless sooner terminated. The Term of this Agreement shall be automatically extended for successive periods of one (1) year unless either party sends a notice of non-renewal ninety (90) days prior to the end of the initial term or any subsequent extension of said Term.
  2. **Termination for Cause:** Either party shall have the right to terminate this Agreement upon the provision of thirty (30) days prior written notice due to the default or breach of any of the provisions of this Agreement by the other party. The party claiming the right to terminate hereunder shall set forth in the notice of termination the specific default or breach alleged. The breaching/defaulting party will be afforded the opportunity to remedy such breach or default within twenty (20) days of receipt of such notice. If said breach or default is remedied to the satisfaction of the party claiming the right to terminate, said notice of termination shall be withdrawn by the claiming party in writing. This Agreement may be terminated immediately by either party based upon the other party’s unprofessional, unethical or deficient clinical conduct, or the failure to maintain applicable licensing, certification or insurance requirements specified herein.
  3. **Termination without Cause:** This Agreement may be terminated at any time by the mutual agreement of the parties hereto. Either party shall have the right to terminate this Agreement for cause or convenience by providing ninety (90) days prior notice to the other party.
  4. **Effect of Termination:** Termination shall have no effect upon the rights and obligations of the parties arising out of any transactions occurring prior to the effective date of said termination.
  5. **Indemnification:** Each party hereto expressly and exclusively assumes the liability and responsibilities for any personal injury, including death, and/or damage to all property arising from their own acts or omissions in the performance of their respective services under the terms of this Agreement. Each party hereto (the “Indemnifying Party”) also agrees to defend, indemnify and hold the other (the “Indemnified Party”) harmless, including its or any of its affiliate’s practitioners, Executive Directors, officers, employees and agents from any and all liability which arises directly or indirectly from claims or suits based upon the Indemnifying Party’s negligent acts or omissions. Upon the filing of such claims or suits against the Indemnified Party, the Indemnified Party will promptly notify the Indemnifying Party thereof, within five (5) days of receipt of the claim or suit, and at the Indemnifying Party’s cost and expense permit counsel appointed by the Indemnifying Party to handle and control such claims or suits and the Indemnified Party will fully cooperate with the Indemnifying Party and its counsel in the defense of any such claim or suit.
  6. **Assignment:** No part of this Agreement may be assigned or transferred without the express and written consent of the parties, except that the School District may assign this Agreement to an affiliated or successor entity.
  7. **Counterparts:** This Agreement contains the entire understanding of the parties, and is intended as a final expression of their agreement and a complete statement of the terms. This Agreement shall not be modified except by written consent and signed by the parties hereto. This agreement may be executed in any number of counterparts, each of which will be deemed to be original.
  8. **Notices.** Any notice or demand required under the terms of this Agreement will be in writing, will be personally served or sent by certified mail, return-receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt, and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Next Step’s Child Enrichment Center Warren County School District

145 Steffee Blvd. 6820 Market St

Seneca, PA 16346 Russell, PA 16345

Attention: Amy Kaltenbach Attention: Dr. Hawley

* 1. **Compliance with Laws:** If any law or regulation is enacted, modified, or judicially interpreted so that this Agreement would be found not to comply with such law or regulation, this Agreement will terminate immediately upon either party's receipt of notice of termination to the other party.

* 1. **Successors.** All rights, remedies and liabilities herein given or imposed upon either of the parties hereto, shall extend to, and be binding upon, their respective heirs, successors, administrators and assigns.
  2. **Independent Contractor:** NEXT STEP’S CHILD ENRICHMENT CENTER and The School District agree that there is no intent to create an employer/employee relationship between the parties. It is agreed that all services provided under this Agreement by NEXT STEP’S CHILD ENRICHMENT CENTER and/or NEXT STEP’S CHILD ENRICHMENT CENTER’s employees and agents shall be provided and performed on an independent contractor basis, and that NEXT STEP’S CHILD ENRICHMENT CENTER and its employees and agents shall not be considered to be employees of The School District when performing these services. NEXT STEP’S CHILD ENRICHMENT CENTER and its employees and agents shall not be entitled to the benefits provided by The School District to its employees, including but not limited to health insurance, worker’s compensation and unemployment insurance and pension plans.
  3. **Confidentiality:** The School District and NEXT STEP’S CHILD ENRICHMENT CENTER each agree to hold in strictest confidence any information and material which is related to either party’s business or is designated as proprietary and confidential, herein or otherwise, by either party connection with the transactions contemplated by this Agreement. Each party agrees not to make use of such designated information and material other than for the performance related to patient records and information, pricing, trade secrets, customer lists, salaries or business affairs of the parties to this Agreement. The parties’ obligations of confidentiality under this Agreement shall survive termination of this Agreement.
  4. **Governing Law:** This Agreement and performance hereunder shall be governed by and construed in accordance with the internal laws, and not the laws of conflicts, of the State of Pennsylvania. Any and all proceedings related to the subject matter hereof shall be maintained solely in the courts of the State of Pennsylvania or the Federal District Courts sitting in Pennsylvania, which courts shall have exclusive jurisdiction for such purpose.
  5. **No Waiver:** The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any right hereunder.
  6. **Severability:** If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable, in whole or in part, then that provision in whole or in part shall be severed and the remaining terms and provisions shall remain in full force and effect and in no way be affected or impaired thereby.

NEXT STEP’S CHILD ENRICHMENT CENTER and The School District have acknowledged their understanding of and agreement to the mutual promises written above by executing this Agreement.

**Next Step’s Child Enrichment Center Warren County School District**

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By: Amy Kaltenbach By:

Title: Administrator Title:

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

Witness: Witness:

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Next Step’s Child Enrichment Center Warren County School District

**Appendix "A"**

**Agreement between**

##### Next Step’s Child Enrichment Center and Warren County School District

### **Fees**

Speech Pathology: $105 per hour

Occupational Therapy: $105 per hour

Physical Therapy: $105 per hour

### Next Step’s Child Enrichment Center Warren County School District

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Date Date