



EBS (EDUCATIONAL BASED SERVICES) SERVICE AGREEMENT

This agreement executed on the date last set out herein is between Educational Based Services, Inc., a Pennsylvania corporation hereinafter referred to as "EBS" and Mid-Ohio Educational Service Center, hereinafter referred to as "School System".

1. Terms of Agreement

The terms of this Agreement shall commence on 08/10/2020.

2. Engagement

School System hereby engages EBS to supply Speech Therapists (hereinafter "Therapist") during the term hereof as School System shall require to staff its facilities. School System understands and agrees that EBS has spent a lot of time, effort, and money in recruiting said professionals and that EBS is supplying resumes to School System with the intent of securing a contract. School System understands and agrees not to directly or indirectly, by itself or through any affiliated entities or any other contract companies, solicit or attempt to employ directly, or entertain solicitation by the professional presented by EBS to said School System for a period of two (2) years after termination. EBS shall screen all Therapists before making assignments in order to determine the qualifications and competence of said Therapist.

3. Status of EBS

All Therapists assigned to School System, pursuant to this Agreement shall, for all purposes under this Agreement, be obligated to the provisions attached in Addendum A (which would be the confirmation of the placement of a therapist).

EBS shall provide general and professional liability insurance for all of its employees at a rate of \$1,000,000 per occurrence and \$3,000,000 in Aggregate.

INITIAL _____ DATE _____

4. Documentation

EBS shall provide School System the necessary material to keep on file with documentation which establishes that EBS has, in effect, current insurance policies with respect to the following:

A. Worker's Compensation

B. General and Professional liability insurance as required in paragraph 3 listed above. EBS shall give School System written notice prior to the cancellation of any of the above mentioned policies.

5. Qualifications of Healthcare Professionals

EBS shall maintain and make available to School System, current profiles for each therapist consisting of an application, skill checklist, current license issued by the State where School System is located, two work references and a copy of a current physical examination which includes a PPD test early or the results of a chest x-ray within the year, Rubella Titre, and Varicella Titre.

A. Each therapist (Registered/Licensed) shall carry a copy of his or her license and shall present said license to School System Administration, if requested.

B. Each therapist shall have at least two work references which shall be documented at EBS headquarters office.

6. Staffing Requirements

Requests from the School System for staffing will be made in writing to EBS in as much advance notice as possible, with routine updates of open assignments. Each therapist will be scheduled for a guaranteed maximum of 37.5 regular hours within a one-week period. Overtime hours are paid after 40 hours are worked within a one week period of time. Overtime rate will be paid at time and one-half per hour or agreed upon rate.

Overtime hours may be offered by School System and worked only by mutual agreement with the therapist.

The following holiday rates will be billed at time and one-half per hour: Holiday's to be considered are those observed by the School System. These holidays can be re-evaluated by the School System.

INITIAL _____ DATE _____

Cancellation of a scheduled shift may occur only with the mutual agreement between the School System and the therapist. Such canceled hours will be without pay by the School System and without penalty to the Therapist by EBS.

School System will directly pay Therapist current per mile rate for travel performed by Therapist for School System; such travel would include home visits or travel between facilities/schools operated by School System.

7. Non-Solicitation

At no time during the term hereof, and for a period of two (2) years after termination, School System shall not, directly or indirectly, by itself or through any affiliated entity or any other contract companies, solicit or attempt to employ the EBS therapist performing services hereunder. With prior approval from EBS, School System may hire a therapist, provided School System pays EBS a placement fee of fifty percent (50%) of the therapist's total annual compensation package paid by the School System. Payment is due upon receipt of invoice.

8. Right to Dismiss

If in the professional judgment of School System Administration, a therapist referred by EBS is incompetent, negligent, or has engaged in misconduct, School System may require therapist to leave the School System premises, and shall inform EBS of this action immediately. School System's obligation to compensate EBS for such therapist's services shall be limited to the hours actually worked by such therapist.

9. School System Policies and Procedures

While providing services at School System, therapists shall comply with all provisions of the licensing law under which he or she is licensed; with regulations promulgated there under; and with facility policies adopted by the School System to protect the health and welfare of student's. School System shall provide orientation for therapists wherein general policies and procedures as well as high tech and specialty procedures of the School System related to the rendering of therapists care in the facilities will be explained.

10. Liaison

EBS shall provide a 24 hour liaison to the School System to resolve any problems that may occur.

INITIAL _____ DATE _____

11. Billing

School System agrees to pay EBS for its service hereunder in accordance with the negotiated rate set forth between School System and EBS. EBS shall render weekly/bi-weekly invoices therefore and payment shall be due within thirty (30) days of invoice date.

A monthly late fee of 1.5% will be assessed on unpaid balances for each invoice over thirty (30) days. Any late fees due for late payments will be included in School System's next payment to EBS.

12. Notice

Any notice required under this agreement shall be in writing and sent to the parties at the following addresses:

School System:

Mid-Ohio Educational Service Center
890 West Fourth Street
Mansfield, Ohio 44906

By _____

Title _____

Date _____

EBS:

Educational Based Services, Inc.
200 Skiles Boulevard, Floor 2
West Chester, PA 19382

By _____

Title Special Education Coordinator

Date _____

13. Rate Information

EBS typically works with school districts on a per hour basis or daily basis. The hourly rate is an all-inclusive, and only applies to the hours that the Service Provider is working.

Time off, holidays, sick time and lunch are not billable and EBS will not invoice Schuylkill Valley School District for these time periods.

EBS is a company owned and operated by special education professionals. Our goal is to provide the best possible special education Professionals at the most cost-effective rates. We understand the budgetary constraints put on schools districts and we do our best to keep rates as low as possible. Following is price range for different specialties

Speech Language Pathologist	\$70-74
Physical Therapist	\$72-76
Occupational Therapist	\$72-76
BCBA	\$83-86
RBT	\$38-42
Tele-practice Services	Same as Individual Discipline

NOTES:

Pricing based on a 7.5 hour school work day.



To: Jennifer L. Crum
Date: 08/10/2020
Re: Confirmation for Darian Rogers

Per our conversation, this letter is to confirm that Darian Rogers will be working at Mid-Ohio Educational Service Center as a Speech Language Pathologist through Educational Based Services, Inc. Darian's assignment will begin on 08/10/2020 and will run through 10/7/2020 and she can work up to 37.5 hours per week. The length of the assignment is guaranteed. The bill rate is \$71.00 per hour. Scheduled school time off during this period will include [to be determined per school calendar]. If any holidays are worked during this period time worked will be billed at time and one half. Overtime will be billed at time and one half for hours worked in excess of forty (40) hours per week. If therapist is required to work at more than one school, one school shall be designated as the therapist's base school and mileage shall be paid directly by the school system to the therapist for travel to and from the other facilities at the schools current per mile rate; in addition, actual travel time will be billed at the rate of \$71.00 per hour. The therapist will present the school system with weekly time sheets, which are to be signed by an authorized individual of the school system; Jennifer Crum [please fill in the name of the individual authorized to sign time sheets]. These time sheets are used for billing purposes and payment is to be made for all hours signed off on by the authorized individual.

At no time during the term hereof, and for a period of two (2) years after termination, School System shall not, directly or indirectly, by itself or through any affiliated entity or any other contract companies, solicit or attempt to employ EBS Therapist.

Educational Based Services (EBS)

Authorized Signature _____

Title Special Education Coordinator

Date _____

Mid-Ohio Educational Service Center

Authorized Signature _____

Title _____

Date _____

**Please have this confirm signed by an authorized individual and fax back
FAX 610-558-9431**

Please complete & make corrections where necessary:



Signature Authorization for Contractor Time sheets:

School System: Mid-Ohio Educational Service Center
890 West Fourth Street
Mansfield, Ohio 44906

The therapist will present the School System with weekly time sheets, which are to be signed by an authorized individual at the School System; Amy Randolph. These time sheets are used for billing purposes and payment is to be made for all hours signed off on by the authorized individual.

Signature: _____

Title: _____

Printed Name: _____

Dated: _____