

# **Contract to provide therapy services**

**School year 2020-21**

This contract is made and entered into by and between EJ Therapy, 2714 Akron Road, Wooster, OH, 44691, hereafter called the PROVIDER, Mid Ohio ESC, 890 West Fourth Street, Mansfield, OH 44906, thereafter called CONTRACTOR.

With the understanding that the CONTRACTOR requires educational audiology services and desires to contract with EJ Therapy for these therapy services; and with the understanding that the PROVIDER desires to offer quality therapy services and desires to contract with Mid Ohio ESC:

## **I. The CONTRACTOR agrees to:**

- A. Provide space to complete therapy services as required by the needs of the therapist and recipient.
- B. Provide names and pertinent information for all recipients of services.
- C. Provide customary services to support and coordinate the delivery of services.
- D. Monitor the delivery of services and notify the PROVIDER of documentation needs, Medicaid expectations or other issues, as they arise.
- E. Verify the monthly invoice and make prompt payment within 10 working days of receipt. Payment received after the 21<sup>st</sup> of each month will be assessed a 1.5% late fee on the next month's invoice.

## **II. The PROVIDER agrees to:**

A. Provide licensed therapists to provide therapy services to each identified recipient. PROVIDER will provide copies of current licensure prior to initiating delivery of services (upon request).

B. Provide services including, but not limited to: (1) direct 1:1 therapy, (2) treatment in small groups, (3) attendance at/participation in conferences, staff meetings, as required, (4) documentation as required, (5) consultation, (6) supports to students, class, and buildings in areas of sensory, technology, and vision, and auditory (7) monitoring of programs and assistants, as indicated, and (8) in-services as required.

C. Determination for referral, consult, evaluation, and service will be based on ethical standards from objective and subjective evaluation procedures, consult with teachers, parents, and other pertinent individuals.

D. Provide the best known and most accurate techniques and treatment to identified recipients.

E. Provide necessary equipment and tools for therapy. Manage the use and calibration of school owned audio-metric equipment.

F. Provide necessary documentation as required by the CONTRACTOR, including daily documentation through online programs, quarterly Medicaid reviews, interim/quarterly Progress Reports for ODE, maintain Plan of Care (POC) for Medicaid and licensure requirements, co-signing daily documentation and signing of evaluations/IEP for ODE and Medicaid on all requested students .

G. Insure therapists have liability coverage for themselves and the therapy they provide. Provide copies of current liability validation (upon request) to the CONTRACTOR.

H. Insure that all services, policies, and procedures are in accordance with: this contract, the individual plans, and best practice services as required by the profession and licensure rules.

I. (1)will comply with the requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries (2)will allow the representatives of the US Dept of Human Services, ODJFS, ODE or their respective designee access to subcontractor's books, documents, and records (3)acknowledge that they or their principles are not suspended or debarred.

J. Maintain confidentiality pertaining to recipient and CONTRACTOR.

K. Submit monthly bills to the CONTRACTOR by the 5th of each month for the month preceding.

L. The provider reserves the right to decline contractor requests for Audiology services to novel school settings secondary to scheduling challenges and/or distance. Active discussion will be supported for any and all requests as they are received.

III. Billable services include:

A. All "in building" time including:

-Delivery of services, consult with staff and parents, attendance at IEP meetings, and/or parent conferences, with a one-hour minimum.

- "Down-time" as identified as absences of students not reported early enough to therapists and when schedules cannot be altered to accommodate student absences.

-Non-committed time within a building, including set up and preparation to treat if it requires greater than 10 minutes. This also includes time slots available for treatment, but unable to be scheduled secondary to teacher preferences and building administrator authorization.

B. All requested/required documentation as indicated by ODE, Medicaid, and therapy licensure laws for daily documentation, data collection, Medicaid quarterly reviews at 15 minutes per student, per discipline, per month.

C. Interim/quarterly Progress Reports completed as directed, online or on paper, as directed by district administration, to a maximum of 30 minutes per student, per discipline, per month.

D. Initial evaluation write-up to a maximum of 2.5 hr. at the evaluation rate.

E. IEP write-up to a maximum of 60 minutes per IEP at the evaluation rate, review and develop POC.

F. Consultation and supervision of assistants by a licensed therapist at the evaluation rate.

G. Expert support services for child, classroom and buildings in the areas of; (1) sensory (2) technology (3) vision screening, including follow up of optometrists' recommendations (4) auditory needs, as requested.

H. Supervisor time to sign and co-sign daily documentation, Medicaid quarterly reviews to a maximum of 1 hour per month, per discipline

I. Student supportive material, tools, and supplies at 10% over our cost

IV. Payment Terms:

A. Educational Audiology services \$90.00/hr

V. Miscellaneous Provisions:

A. At all times during the duration of this contract, the CONTRACTOR and PROVIDER shall act as "independent contractors" in connection with the performance of their respective obligations. The CONTRACTOR holds no present, past, or future responsibility for withholding taxes, the provision of benefits, or any legal or financial liabilities that may accrue to PROVIDER during the implementation of this agreement.

B. This contract shall be considered null and void upon written notice by either party. Such notice shall terminate this agreement no earlier than thirty (30) days from the date of this notice.

C. Changes, additions, deletions to this contract shall be executed in writing, signed by both parties, and attached to this agreement.

VI. Approvals:

This contract shall not become effective until all statutory approvals necessary to the contracting powers of both parties hereto are granted.

VII. Signatures of authorized agents:

\_\_\_\_\_  
Contractor designee

\_\_\_\_\_  
Provider designee

\_\_\_\_\_  
Title

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date