

Cardinal Rehab LLC
24 Hillside Drive
Millersburg, Ohio 44654

Service Agreement

This agreement made and entered into for the term beginning March 17th, 2025 through May 23rd, 2025 for a total of 43 school days by and between Cardinal Rehab LLC (herein after "Contractor"), with its principal place of business located at 24 Hillside Drive, Millersburg, Ohio 44654 and Mid-Ohio Educational Service Center. (herein after "Agency")

WITNESSETH:

WHEREAS: Contractor is to provide Certified Occupational Therapy Assistant services as determined by and within this Agency; and

WHEREAS: Agency is seeking this Contractor to be a provider of Certified Occupational Therapy Assistant services to its students; and

WHEREAS: Agency and Contractor are desirous of providing a full statement of their respective rights, obligations and duties in connection with services provided to Agency students outlined in this agreement.

NOW, HEREOF, the parties hereto agree as follows:

Section 1 – STATUS OF THE PARTIES

In providing services under this Agreement, Contractor and its employees will always act as independent contractors and not as employees of Agency, which shall exercise neither control nor direct the methods by which Contractor performs services rendered. However, Contractor will make reasonable efforts to accommodate the requests provided by agency.

Section 2 – SERVICES TO BE PROVIDED

- (A) Contractor agrees to provide services to such Agency students as determined by documented need, referral, and according to the established Evaluation Team Report (ETR)/Individualized Education Plan (IEP).
- (B) Contractor shall, for each student, keep a full and adequate record of the services provided and necessary documentation related to student performance and progress.
- (C) Contractor shall endeavor to perform the services described within a reasonable and acceptable time frame according to Agency standards and Ohio Law. If unable to perform, Contractor will notify Agency of reason why they cannot perform services within a reasonable time frame to avoid lapse in service delivery.
- (D) Contractor shall not be required or obligated to perform any services hereunder if Contractor is prevented from performing such services because of illness, injury or other cause beyond control of the Contractor.
- (E) Contractor shall keep all records confidential as required by state and federal law including to follow HIPPA guidelines. Agency shall provide Contractor any relevant documentation or specifications as applies to the services being performed.
- (F) Contractor shall, when requested by an Agency authorized representative, participate with other personnel employed by Agency in meetings, participate in performance improvement

activities, develop and implement RTI services according to specialty, schedule sessions according to Agency scheduling practices and timeframes, and participate in discussions with Agency staff for the purpose of planning and evaluating students in individual cases so that services are coordinated and in accordance with the Evaluation Team Report (ETR) and Individualized Education Plan. (IEP)

- (G) Contractor shall perform services on an as needed basis and shall have the right to schedule sessions at its discretion/according to the students' plan.
- (H) Contractor will obtain copies of appropriate licensures and certifications, background checks and any other requirements requested by Agency as needed from all Contractor employees or sub-contractors. Agency retains the right of approval and acceptance of employees and subcontractors utilized by the Contractor.
- (I) Agency agrees to abide by a non-solicitation agreement between Agency and Contractor ensuring that the Agency will not offer employment (direct or contracted) while this contract between Agency and Contractor is binding, and for a period of 12 months following the termination of this contract.
- (J) A representative from this Contractor will meet with the Agency on a minimum of a quarterly basis to review services delivered, assess efficiency of service related to Agency budget and review potential needs to assure continuity and quality of services for the students of the Agency being served.

SECTION 3 – FEE FOR SERVICES

In consideration for services provided hereunder, Contractor shall be compensated by Agency in the following manner: Contractor is compensated for approved services rendered to Agency affiliated Preschool, Elementary School(s), Middle School, and High School students. Fee schedule is as follows:

A. Certified Occupational Therapy Assistant	\$65.00/hr
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Such payment should be made by the Agency to Contractor within 15 days of receipt of the invoice. Invoicing will be completed and sent via email to Agency along with respective paperwork as needed monthly.

SECTION 4- MATERIALS AND REIMBURSEMENTS

- A. Agency will supply all materials necessary and reasonable for the Contractor to perform the duties assigned to this contract. Materials used will be "checked out" in a manner that is acceptable to the Agency to provide accountability for use and return. Any items that are lost or damaged due to the fault of the Contractor, the Contractor will replace the item with an item comparable to what was used and approved by the Agency.
- B. Agency will reimburse mileage expenses incurred with the duties of the Contractor's provision of services. Mileage forms will include daily mileage description and will be submitted monthly. Mileage reimbursement should follow the current IRS reimbursement rate.

SECTION 5 – INSURANCE

The contractor agrees to be responsible for ensuring that its subcontractors are covered by professional liability insurance in the amount of \$1,000,000 per occurrence / \$3,000,000 aggregate.

SECTION 5 – STANDARD OF PERFORMANCE

- (A) Contractor will provide services under this Agreement according to documented needs by the educational team, and as outlined by the ETR/IEP in place.
- (B) Services provided under this Agreement shall be performed in accordance with the standard of skill, ethics, and practice required of persons providing such services in the State of Ohio, and Contractor will at all times, comply with all laws and regulation governing the provision of such services including, but not limited to; licensing and educational requirements, ethical determination of services and need, improved access to the curriculum and improved function within the school and classroom environments.

SECTION 6 – TERMS

The terms of this Agreement shall commence on the date this Agreement was entered into as stated on page one hereof. In accordance with the provision of Section 7 below, either party may unilaterally terminate this Agreement without cause giving the other party at least thirty (30) days written notice of its desire to terminate; otherwise, the Agreement shall continue for the term as stated from March 17th through May 23rd, 2025. Such termination shall be without further liability to the parties, hereto except as provided in Section 3.

SECTION 7 QUALITY

The Contractor will work to meet expectations outlined by Mid-Ohio Educational Service Center within a reasonable and timeline. Services can be rendered via in-person and/or via teletherapy visits in a virtual setting, or a combination of both as appropriate.

SECTION 8 – CONFIDENTIALITY

Contractor will maintain the confidentiality of students served according to the 1996 Health Information Portability and Accountability Act (HIPPA). Due to the nature of the work, Contractor and its employee(s) and contractors will gain, directly or indirectly, sensitive and confidential information on students. The professional safeguards the student's right to privacy by judiciously protecting information of a confidential nature including medical treatment information, diagnosis, medical records, personal student information, etc. This information should be shared only with those people who, due to their position, have a need to know. Sensitive or confidential information must never be used as the basis for social conversation or gossip.

SECTION 9 – RESPONSIBILIITY FOR ACTS AND OMISSIONS

Contractor agrees to accept and be responsible for Contractor and its employees' own acts or omissions in the performance of this contract. Nothing in the contract shall be interpreted or construed to place any such responsibilities on Agency. Similarly, the Agency agrees to accept and be responsible for its own employees' acts or omissions in the operation of the Agency. Nothing in the contract shall be interpreted or construed to place any such responsibility on the Contractor.

SECTION 10 – CONSTRUCTION

This agreement shall be construed in accordance with the laws of the State of Ohio. In the event that any provision hereof shall be legally unenforceable, the other provisions shall nevertheless remain in effect.

SECTION 11 – AMENDMENTS

This agreement contains the entire understanding between the parties with reference to the matter contained herein. No amendments to the Agreement shall be valid unless made in writing and signed by both parties.

SECTION 12 – OTHER AGREEMENTS

This Agreement supersedes all other agreements between the parties, either oral or in writing, with respect to the subject matter hereof. Any understanding or promise not contained herein shall not be valid or binding.

SECTION 13 – SUCCESSORS IN INTEREST

This Agreement shall be binding upon, and inure to the benefit of, the successors in interest and assigns of the parties. Agency may not assign this Agreement without the written approval of the Contractor.

SECTION 14 – NOTICE

Any notice required or permitted to be given under this Agreement shall be deemed given if sent certified mail or return receipt requested, to the other party at the following addresses (or to such other address as a party shall give the other from time to time)

SECTION 15

The validity, interpretation and effect of this Agreement shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF: The parties have executed this agreement in two (2) counterparts, each of which shall be deemed an original, on the date first above written.

Contractor Authorized Representative

Agency Authorized Representative

Angela Willard

(Printed)

(Printed)

Angela Willard CEO

(Signature/Title)

(Signature/Title)

3-11-25

(Date)

(Date)