



COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15

Joseph M. Kiszka Educational Service Center
580 N. 1st Bank Drive
Palatine, IL 60067-8110
(847) 963-3000

MEMORANDUM



DATE: September 2, 2015
TO: Board of Education
FROM: Susan Gehring
RE: Physical Therapy Services, Invo Health Care Associates, LLC.

Please review and approve the contract with Invo Health Care Associates, LLC to provide physical therapy services for the 2015-16 school year. This is a revised contract, increasing the therapist's hours due to recent staffing changes with contract agency therapists. The original contract was for 13 hours per week. This revised contract is for 19.5 hours per week at an anticipated cost of \$53,352. There is no net increase to the OT/PT staffing allocation for the district.

AGREEMENT FOR PROFESSIONAL THERAPY SERVICES

This Agreement is entered into this 28th day of May, 2015, between **INVO HEALTH CARE ASSOCIATES, LLC.** (hereinafter referred to as the "Provider") and the **BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 15, COOK COUNTY, ILLINOIS** (hereinafter referred to as the "District").

WITNESSETH:

WHEREAS, the District has identified a need for certain therapy services in the areas it is authorized to provide to its students; and

WHEREAS, the Provider employs or contracts with qualified speech therapists (hereinafter collectively referred to as "Therapists") who are able to provide therapy services for District students; and

WHEREAS, the District and the Provider desire to enter into this Agreement to procure certain therapy services for special education students in the District;

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt of which is expressly acknowledged by the parties, the District and the Provider agree as follows:

1. **Definition.** For the purpose of this Agreement the term "days" shall mean calendar days unless otherwise specified.

2. **Term.** This Agreement shall be effective from August 24, 2015 until June 3, 2016 unless otherwise terminated in accordance with this Agreement. *[This agreement may be extended for one (1) additional year upon the mutual agreement of the parties which must be received thirty (30) days prior to the expiration of this Agreement.]*

3. **Termination.** The District may terminate this Agreement at any time by giving written notice to the Provider at least thirty (30) days prior to the date of termination. Termination shall be effective upon the date stated in said notice.

4. **Therapist Services.** Pursuant to its general responsibilities set forth below in this Agreement, the Provider agrees to provide licensed Therapists to perform **nineteen and a half (19.5) hours** of physical therapy services per week for students of the District. The name of the assigned Therapist, the services to be provided by that Therapist, the work location, work hours, and hourly rate of any Therapist performing services for the District under this Agreement shall be listed on separate *Statement of Work Forms*, a specimen of which is attached hereto as Exhibit A. The parties further acknowledge that this is not an exclusive contract. The District is fully entitled to utilize the services of other providers, independent contractors, and its own employees. Likewise, the Provider is fully entitled to provide services to other clients.

9. Compliance With Applicable Licensing and Certification Requirements. The Provider shall ensure that all Therapists providing services under the Agreement shall hold and maintain licenses, certifications, and qualifications as required under the Illinois *School Code* and by all applicable government authorities.

10. Removal of Therapist. The District retains the right to reject any individual Therapist assigned to it. The Provider shall immediately remove a Therapist from the District worksite at the request and in the sole discretion of the District. Upon the request of the District, the Provider shall promptly provide a replacement for any Therapist so removed.

11. Non-Solicitation. It is agreed between the Provider and the District that any Therapist providing services under the terms of this Agreement shall not be allowed to and shall not solicit for or provide private services to students served by the Therapist in accordance with this Agreement. The Provider or its affiliates shall not solicit or offer employment to any District-employed therapist during the term of this Agreement and for a period of twelve (12) months following its termination. During the term of this Agreement and for a period of twelve (12) months thereafter, the District agrees not to directly or indirectly contract or employ any Therapist who has been assigned by the Provider to service the District.

12. Insurance.

A. Form and Limits of Coverage

The Provider shall at all times during the term of this Agreement, and any extension or continuation thereof, at its sole cost and expense, secure and maintain the following insurance: (1) a standard comprehensive general liability insurance policy, on an occurrence basis, at limits of not less than \$1,000,000 in the aggregate and per occurrence, naming the District, its individual Board members, agents, consultants and employees as additional insureds; and (2) a professional liability insurance policy at limits of not less than \$1,000,000.

The Provider shall also obtain an insurance policy covering both Provider and the District from claims under Workers Compensation laws for not less than the limits of liability under applicable federal and Illinois statutory requirements. To the fullest extent permitted by each insurance policy and without invalidating any coverage thereunder, the Provider waives any right of subrogation that it or any of its agents may have.

B. Certificates of Insurance

Prior to any Therapist performing services under the terms of this Agreement, the Provider shall deliver to the District certificates of insurance evidencing the insurance required under this Agreement. Such insurance shall be primary and non-contributory. Each certificate of insurance shall contain a clause stating that policies will not be canceled or reduced without thirty (30) days prior written notice to the District.

- E. Completed fingerprint criminal background check, including required checks of the Statewide Sex Offender Database and Child Murderer and Violent Offender Against Youth Database; and
- F. Evidence of training regarding occupational exposure to blood borne pathogens; and
- G. Evidence of training in the mandated reporter requirements under the Illinois *Abused and Neglected Child Reporting Act*.
- H. Completed Department of Children and Family Services Child Abuse Registry background investigation; and
- I. Current Cardiopulmonary Resuscitation certification.

16. **In-Service Training.** The District may require an assigned Therapist, at his/her own expense, to attend training deemed by the District to be necessary for performing professional services.

17. **Notices.** Every notice or other communication required to be given by either party to the other with respect to this Agreement shall be in writing and shall not be effective for any purpose unless the same is served personally, by registered United States mail, or by express overnight delivery, addressed to the following parties:

If to the District:
 Susan Arndt
 Coordinator of OT/PT Services
 Community Consolidated
 School District No. 15
 580 North First Bank Drive
 Palatine, IL 60067

If to the Provider:
 Jason T. Ralph, COO.
 INVO HEALTH CARE
 ASSOCIATES LLC
 1780 Kendarbren Dr
 Jamison, PA 18929

18. **Student Records.** The District and the Provider acknowledge and agree that all medical or other student records generated in performing therapy services hereunder shall be the property of District. The parties agree to comply with all state and federal laws, including, but not limited to, the *Illinois Student Records Act*, the *Illinois Mental Health Act* and the federal *Family Educational Rights and Privacy Act*, and all rules and regulations governing the release of student and medical records. The Provider and its Therapists who are assigned to provide services for the District shall also abide by all other student confidentiality obligations of the District.

19. **Non-Discrimination.** The Provider agrees to comply fully with the requirements of the *Illinois Human Rights Act* (775 ILCS 5/1-101 *et seq.*) including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Provider further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act* (42 U.S.C. § 12101 *et seq.*), and their rules and regulations.

- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the *Illinois Human Rights Act* and the Department's Rules.
- G. That it will include verbatim or by reference the provisions of this clause in every sub-contract it awards under which any portion of the Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such sub-contractor. In the same manner as with other provisions of this Agreement, the Provider will be liable for compliance with applicable provisions of this clause by such sub-contractors, and, further, it will promptly notify the contracting agency and the Department in the event any sub-contractor fails to refuse to comply therewith. In addition, the Provider will not utilize any sub-contractor declared by the Illinois Human Rights Commission to be ineligible for contractors or sub-contractors with the State of Illinois or any of its political subdivisions or municipal corporations

20. **Default.** If either party violates any of the terms of this Agreement, such violation shall entitle the other party to terminate this Agreement, provided that the party desiring to terminate for such cause shall give the offending party at least fifteen (15) days' written notice. Said notice shall specify the particulars of the default and the party's intent to terminate this Agreement if such default is not remedied within the 15-day period.

21. **Complete Understanding.** This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this contract and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.

22. **Severability Clause.** If any provision of this Agreement is held invalid, such invalidity shall not affect the other provisions of this Agreement, which may be given effect without the invalid provision.

23. **Choice of Law.** The rights and duties arising under this Agreement shall be governed by the laws of the State of Illinois.

24. **Successors and Assignees.** This Agreement binds and benefits the heirs, successors, and assignees of the parties.

25. **Amendments.** Any modification of this Agreement will be effective only if it is in writing and signed by all parties to this Agreement.

26. **Third Party Beneficiaries.** This Agreement is solely between the District and the Provider. No other party, including any third party, either express or implied, may rely upon the terms and conditions hereof whatsoever.

EXHIBIT A

STATEMENT OF WORK

Therapist Name: Deborah Lyn Erdmann

Assignment: Physical Therapist

Hourly Rate: \$72.00

Location: CCSD15 schools

Assigned Therapist shall provide services to the District from **August 24, 2015 to June 3, 2016**. Therapist shall work a total of **nineteen and a half (19.5) hours** per week of onsite service during the term of this assignment. In the event of illness or other absence, services shall not be billed. No overtime shall be paid to Provider absent the prior written consent of the District.

Specifically, Therapist's duties shall include:

Direct PT services to students, evaluations of students, consult with staff and parents, team meetings, IEP meetings, and completion of required reports/paperwork

The undersigned Therapist is subject to the terms and conditions of this Statement of Work as well as the terms and provision of the Professional Services Agreement.

[INVO HEALTH CARE ASSOCIATES, LLC]

By: _____

Date: _____