

# ATTACHMENT #3 - September 3, 2024

## THERAPY SERVICES AGREEMENT

**THIS THERAPY SERVICES AGREEMENT** (herein after this “**Service Agreement**”) effective as of August 27th, 2024 (the “**Effective Date**”) is made by and between The Therapy Spot LLC, d/b/a Pediatric Developmental Services, a Maryland limited liability company (the “**Service Provider**”) and Warwick School District(the “**School District**”). The School District and Service Provider are referred to herein collectively as the “**Parties**” and individually as a “**Party.**”

**WHEREAS**, the School District desires to retain the services of a competent and qualified Service Provider to provide services; and

**WHEREAS**, the Service Provider remains agreeable to provide the School District the services according to the terms and conditions stated herein.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and Service Agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the School District and the Service Provider agree as follows:

### ARTICLE 1

#### **PARTIES TO THE SERVICE AGREEMENT**

1.1 **Notices.** The School District’s address and contact person are:

Address: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

With a copy to:

Address: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

The Service Provider’s contact information is:

Address: 115 Sudbrook Lane STE A Pikesville, MD 21208  
Attention: Sam Schnitzer  
Phone: 443 870-5258  
Email: sam@pdstherapy.com

With a copy to:

Neuberger, Quinn, Gielen, Rubin, Gibber P.A.  
Address: One South St., 27<sup>th</sup> Floor, Baltimore, MD 21202  
Attention: Hillel Tendler, Esq.  
Phone: 410-332-8552  
Email: HT@nqgrg.com

Any notice or consent required to be given by or on behalf of any Party hereto to any other Party hereto shall be in writing and shall be sent to the School District or to the Service Provider by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service, to the above addresses shall be binding. A Party may change its address for notice purposes by written notice to the other Party.

## **ARTICLE 2** **DURATION OF AGREEMENT**

2.1 **Agreement Term.** The term of this Service Agreement (the “**Term**”) begins on the Effective Date and continues until one (1) year from the Effective Date, unless earlier terminated, renewed or extended in accordance with this Service Agreement. In addition to the base period of one (1) year (the “**Initial Term**”), there are four (4) one-year optional renewal terms (each a “**Renewal Term**”). This Service Agreement shall be automatically renewed for each Renewal Term unless either Party terminates this Service Agreement, by providing the other Party with at least ninety (90) days’ advance notice of termination prior to the end of the calendar year.

## **ARTICLE 3** **SCOPE OF SERVICES**

3.1 The School District does hereby retain Service Provider to furnish those services and to perform those tasks described in Exhibit “A” attached hereto and incorporated herein by reference (collectively, the “**Services**”).

3.2 The School District shall provide the Service Provider appropriate work spaces in which to perform the Services.

3.3 During the Term, the School District shall retain the Service Provider to perform at least [\_\_TBD\_] hours of Services per month (the “**Minimum Monthly Services**”). In the event that the School District requests that the Service Provider provide less than the Minimum Monthly Services in any given month during the Term, the School District shall nevertheless pay the Service Provider the fees for Minimum Monthly Services for such month.

3.4 Notwithstanding anything to the contrary, no employee or subcontractor of Service Provider shall work more than 40 hours per week without the prior written consent of Service Provider.

3.5 If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other party in writing. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change, including any change in pricing.

## **ARTICLE 4** **COMPENSATION**

4.1 The Parties agree that the compensation for all services under this Service Agreement shall be the specific price set forth in the attached Exhibit “B”.

4.2 In the event payments (including pursuant to Section 3.3 above) are not received by Service Provider within 30 days after becoming due, Service Provider may: (i) charge interest on any such unpaid amounts at a rate of 1.5% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and (ii) suspend performance for all Services

until payment has been made in full.

**ARTICLE 5**  
**WORKING RELATIONSHIP**

5.1 The Parties shall cooperate in connection with the performance of the Services. Such cooperation shall include, without limitation, providing any reasonably requested information and advising, meeting with, consulting with, and coordinating with each Party's respective representative.

5.2 The Service Provider shall use commercially reasonable efforts to ensure that any and all electronic devices, computers, software, hardware, equipment and other similar and related items that are utilized by the Service Provider, or any entity or person under the Service Provider's supervision or control, do not harm, or allow harm, to the School District's computers, systems, networks, and technology. The Service Provider shall take reasonable measures to protect the School District's computers, systems, networks, and technology from viruses and other malicious codes.

**ARTICLE 6**  
**INVOICING**

6.1 **Invoices.** The Service Provider shall submit invoices to the School District for services rendered. Invoices will be paid by the School District within thirty (30) days of the date of invoice from the Service Provider.

**ARTICLE 7**  
**CANCELLATION OR TERMINATION**

7.1 Either Party hereto may terminate this Service Agreement upon giving sixty (60) days prior written notice to the other Party in the event that such other Party substantially fails to perform its material obligations set forth herein. Any Party seeking to terminate this Service Agreement for cause shall, as a condition precedent to the termination of this Service Agreement, provide the other Party written notice specifically describing its failure to perform its material obligations and allow that Party sixty (60) days after receipt of the notice in which to cure any performance deficiency.

7.2 Upon termination of this Service Agreement, the School District shall pay any amounts due Service Provider for services performed and the Service Provider shall:

- 7.2.1 Cease work under the Service Agreement;
- 7.2.2 Cease using and return to the School District, any personal property or materials, whether tangible or intangible, provided by the School District to the Service Provider;
- 7.2.3 Cooperate in good faith with the School District and its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor(s); and
- 7.2.4 Return to the School District any payments made by the School District for Services that were not delivered or rendered by the Service Provider.

**ARTICLE 8**  
**INDEPENDENT CONTRACTOR**

8.1 The Service Provider and its employees shall perform the Services as an independent contractor and not an employee or representative of the School District. The Service Provider retains sole and exclusive liability for all contributions, taxes or payments required to be made on account of the Service Provider's employees under federal or state income tax laws, unemployment and workers' compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings. The Service Provider shall be responsible for all of its personnel performing Services at the School District.

8.2 The Service Provider agrees that the Service Provider is not an employee of the School District for purposes of the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001, et seq. ("ACA"), or for any other purpose. The Service Provider agrees that the Service Provider will be responsible for reporting requirements under the ACA and certifies that the Service Provider has their own individual health plan coverage. The Service Provider agrees that the Service Provider shall make the necessary federal, state, and local filings and returns as required by law at the appropriate times, including, but not limited to, federal, state, and local income tax (including estimates), filings and returns required by the Self-Employment Contribution Act, and any other filing or return, required by federal, state, or local government.

**ARTICLE 9**  
**RESPONSIBILITY FOR SERVICES; REMEDIES**

9.1 In the performance of this Service Agreement, the Service Provider warrants that it shall consistently render commercially reasonable efforts and shall exercise that degree of skill and care which others would exercise in like circumstances and that its Services will be performed without material errors or omissions. Service Provider shall be responsible for the accuracy of its Services and any work performed under this Service Agreement.

9.2 Subject to Paragraph 9.3 below, if Services performed by the Service Provider fail to meet the standards set forth in Paragraph 9.1, the School District may elect to have the Service Provider re-perform, or cause to be re-performed, at no additional cost to the School District, any of the Services which fail to meet said standards where: (i) such failure appears within one year from the date of completion of the Service Provider's Services, and (ii) the School District notifies Service Provider of any such failure within thirty (30) days of the time that the failure becomes apparent.

9.3 If Service Provider's performance of its obligations under this Service Agreement is prevented or delayed by any act or omission of the School District or its agents or employees, Service Provider shall not be deemed in breach of its obligations under this Service Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Service Provider, in each case, to the extent arising directly or indirectly from such prevention or delay.

9.4 Service Provider warrants that any goods to be produced to or delivered to the School District during the course and scope of work for this Program will be free from material defects in materials and workmanship.

9.5 The School District acknowledges that the Service Provider shall be entitled to rely on the accuracy and currency of information supplied by the School District or by any of the School District's contractors or consultants, or available from generally accepted reputable sources.

9.6 The remedies set forth in this Article 9 shall be the School District's sole and exclusive remedy and Service Provider's entire liability for any breach of the limited warranty set forth in this

Article 9.

9.7 **EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, SERVICE PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES OR ANY GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

9.8 **IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO THE SCHOOL DISTRICT FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

9.9 In no event shall Service Provider's aggregate liability arising out of or related to this Service Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the aggregate amounts paid to Service Provider pursuant to this Service Agreement. This limitation of liability shall not apply to (i) liability resulting from Service Provider's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Service Provider's negligent acts or omissions.

**ARTICLE 10**  
**OWNERSHIP OF WORK PRODUCT**

10.1 Any reports, recommendations, estimates, specifications, drawings, technical data, sketches, computer software, and all other information developed or created by the Service Provider directly in connection with its performance under this Service Agreement (the “**Work Product**”) shall be the property of the School District. In entering into this Service Agreement, the Service Provider hereby transfers to the School District all right, title, and interest, including the copyright, in and to the Information.

10.2 All Work Product shall be delivered to the School District upon the completion, cancellation or termination of Services under this Service Agreement within five (5) business days of written request of the School District. The Service Provider may retain one (1) copy of all documents produced by the Service Provider for its permanent file.

10.3 Notwithstanding anything herein to the contrary, Service Provider and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to any materials or information in existence prior to the performance of the Services, including all intellectual property rights therein. Service Provider hereby grants the School District a limited, non-sublicenseable license to use, perform, display, execute, reproduce, distribute, transmit, modify, import, make, have made, sell, offer to sell, and otherwise exploit any such pre-existing materials or information only to the extent incorporated in, combined with or otherwise necessary for the use of the Work Product. All other rights in and to the pre-existing materials or information are expressly reserved by Service Provider.

**ARTICLE 11**  
**ACCOUNTING AND RECORDS**

11.1 The Service Provider shall maintain a system of accounting and record keeping for all Services. During the Term and for a period of two years thereafter, Service Provider shall allow the School District to inspect such records; *provided that* any such inspection shall take place during regular business hours no more than once per year and the School District provides Service Provider with at least five business days advance written notice.

**ARTICLE 12**  
**COMPLIANCE WITH LAWS**

12.1 The Service Provider shall comply in all material respects with all federal, state and local laws and regulations that are applicable to the performance of its Services under this Service Agreement including but not limited to laws governing health, safety, the protection or preservation of the environment, and occupational licensing. Without limiting the foregoing, Service Provider shall provide the School District with any requested certifications or affidavits, as required by applicable law.

**ARTICLE 13**  
**EQUAL EMPLOYMENT OPPORTUNITY**

13.1 The Service Provider will not discriminate against any worker, employee or applicant for employment because of race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. The Service Provider will take affirmative action to ensure that applicants are employed, and that workers are treated during employment, without regard to their race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**ARTICLE 14**  
**CONTINGENCY FEES**

14.1 The Service Provider represents that it has not employed and shall not employ any person other than its own principals and employees to solicit this Service Agreement or any contract with the School District, and that it has not and shall not pay any person other than its own principals and employees any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Service Agreement or any other contract with the School District

**ARTICLE 15**  
**SUBCONTRACTORS**

15.1 Service Provider shall manage all work and Services performed under this Service Agreement. Upon written notice to the School District, the Service Provider may subcontract all or part of the Services to be provided. In such event, the rights and obligations of the Service Provider and the School District will not be diminished.

15.2 All of the Service Provider's Subcontractors shall be directly responsible to Service Provider and shall be under the Service Provider's direct supervision. The Service Provider shall be as fully responsible and accountable to the School District for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by Subcontractors in the performance of Services under this Service Agreement as the Service Provider is for the acts and omissions of persons it directly employs. Other than the School District being a third-party beneficiary to any Service Agreement

between the Service Provider and its Subcontractors, no other contractual relationship between the School District and any subcontractor is created by any provision contained in this Service Agreement.

15.3 If the Service Provider utilizes Subcontractor(s) with respect to this Service Agreement then the Service Provider will require Subcontractor(s) to comply with all terms and conditions of this Service Agreement including, but not limited to the insurance requirements.

**ARTICLE 16**  
**SUCCESSORS AND ASSIGNS**

16.1 Neither Party shall assign its rights hereunder, excepting Service Provider's right to payment, nor shall it delegate any of its duties hereunder without the written consent of the other Party. Subject to the provisions of the immediately preceding sentence, each Party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other Party.

**ARTICLE 17**  
**INSURANCE**

17.1 During the term of this Service Agreement, Service Provider and any subcontractors shall maintain insurance in the types and coverage amounts as are usually carried by companies engaged in the same or a similar business including Comprehensive General Liability, Professional Liability, and Worker's Compensation.

**ARTICLE 18**  
**INDEMNIFICATION**

18.1 Each Party agrees to hold harmless and indemnify the other party, its officers, employees and representatives (herein "**Indemnified Parties**") from and against any and all liability, claims, actions, causes of action, losses, damages, demands, suits, judgments, costs and expenses arising out of: (i) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or negligent acts or omissions of such Party; or (ii) a material breach by such Party of this Service Agreement.

**ARTICLE 19**  
**NON-SOLICITATION**

19.1 During the term of this Service Agreement and for a period of twelve (12) months thereafter, the School District shall not, directly or indirectly, in any manner solicit or induce for employment any employee of Service Provider or any person who performed any work under this Service Agreement.

19.2 Each Party acknowledges that a breach by the School District of this Article 19 may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the Service Provider will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Service Agreement to the contrary.

**ARTICLE 20**  
**AGREEMENT ADMINISTRATION**

20.1 To be binding, and as a condition precedent thereto, any addition, deletion or modification to the terms of this Service Agreement must be in writing and signed by both parties. The Parties acknowledges that the School District does not, and will not be deemed to, waive this condition precedent under any circumstances.

20.2 Failure of the School District or the Service Provider to insist in any one or more instances on performance of any of the terms and conditions of this Service Agreement, or to exercise any right or privilege contained in this Service Agreement or the waiver of any breach of the terms and conditions of this Service Agreement, shall not be considered as creating or constituting a waiver of any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect.

20.3 The Service Provider and the School District will adhere to all applicable health and safety laws, rules and regulations including Occupational Safety and Health Administration's ("OSHA") Rules and Regulations effective at the time the work was performed.

20.4 This Service Agreement shall be governed by the laws of the State of Maryland.

**ARTICLE 21**  
**FORCE MAJEURE**

23.1 The Service Provider will not be responsible or liable in any way for delay or failure to perform its obligations under this Service Agreement during any period which performance is prevented or hindered by conditions reasonably beyond its control, acts of God, fire, flood, and other unusually adverse weather conditions, war, embargo, explosions, riots, laws, rules, regulations and order of any governmental authority.

**ARTICLE 22**  
**BACKGROUND CHECKS**

26.1 Service Provider acknowledges and agrees that all personnel performing the Services hereunder shall undergo the same criminal background check as required for the School District's employees. Such background checks will be performed by the School District at the reasonable expense of the Service Provider. Upon receipt and evaluation of the School District's background check results, the School District may for good reason demand that the personnel named in the check result not provide services to the School District.

**ARTICLE 23**  
**ENTIRE SERVICE AGREEMENT**

25.1 This Service Agreement constitutes the entire and exclusive Service Agreement between the Parties with reference to the Services and supersedes any and all prior communications, discussions, negotiations, understandings, or Service Agreements. This Service Agreement may be amended only by a writing signed by both the School District and the Service Provider.

**ARTICLE 23**  
**MISCELLANEOUS**



26.2 The headings in this Service Agreement are for the convenience of the Parties hereto and shall in no way affect the construction or interpretation of this Service Agreement or any part hereof.

26.3 Unless otherwise expressly provided to the contrary in this Service Agreement, the term “day” shall mean calendar day.

26.4 Any claim, dispute or other matter in question arising out of or related to this Service Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Service Provider’s services, the Service Provider may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation. The School District and Service Provider shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other Party to this Service Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a civil action but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by Service Agreement of the parties or a court order. The Parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Services are being performed, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

26.5 The exclusive venue for any civil action arising out of or related to this Service Agreement shall be in the federal, superior, or state courts of Maryland. If any civil action is instituted to interpret, enforce or rescind this Service Agreement, the prevailing party in such lawsuit shall be entitled to recover, in addition to any other relief awarded, its reasonable attorney fees and other fees, costs, and expenses of every kind, incurred in connection with the lawsuit.

26.6 If any provision of this Service Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Service Agreement or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Service Agreement shall be valid and enforced to the fullest extent permitted by law.

26.7 This Service Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Service Agreement. A scanned or photocopy of an original signature shall be deemed an original for purposes of this Service Agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, the School District and the Service Provider, agreeing to the above terms and conditions and intending to be legally bound and each acting through persons duly authorized, have placed their signatures on duplicate original copies of this Service Agreement.

**SERVICE PROVIDER:**

THE THERAPY SPOT LLC d/b/a  
PEDIATRIC DEVELOPMENTAL SERVICES

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**THE SCHOOL DISTRICT:**

**Warwick School District**

By: \_\_\_\_\_

Name: **Dr. Steve Szobocsan**

Title: **Acting Superintendent**

## **EXHIBIT A**

### **SERVICES**

Service Provider shall perform contracted services for the School District for its students which are referred to Service Provider by or through the School District, as outlined and agreed to in writing in the students' Individualized Educational Program (IEP). Services may include:

- Screening in the area of discipline as required by the School District;
- Evaluations to determine student need for services/accommodations in the area of discipline;
- Implementation of services for students as outlined in the IEP;
- Participation in child study, eligibility, and IEP meetings as required by the School District;
- Collaboration with staff on the development of the student's IEP and ongoing educational programming as appropriate;
- Utilization of the School District's format for documentation.

**EXHIBIT B**  
**FEES and HIRING RULES**

This price is per contracted hour of Services, regardless of whether the child was seen or not.

Speech Language Pathologists In Person and Virtual	\$ 98-105
Occupational Therapist	\$100
Physical Therapist	\$100
Paraprofessionals	\$49
School Psychologist	\$105

Service Provider reserves the right to request price increases for any Renewal Term(s).