

Austill's Rehabilitation Services, Inc.

CONTRACT FOR SERVICES AGREEMENT

This contract for therapy services ("Agreement") is made on April 23, 2024 by and between AUSTILL'S REHABILITATION SERVICES, INC. with offices at 100 John Robert Thomas Drive, Exton, PA 19341-2652 ("Austill's") and WARWICK SCHOOL DISTRICT, with offices at 301 West Orange Street, Litiz, PA 17543 ("Warwick").

BACKGROUND

Austill's has extensive background and expertise in providing occupational therapy, physical therapy, speech therapy and other specialized therapeutic healthcare services. Warwick desires to obtain therapy services from Austill's which is willing to provide therapy services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Engagement.** Warwick engages Austill's to provide physical therapy services consistent with Warwick needs and requirements. Austill's agrees to provide such services through credentialed and experienced therapists.
2. **Term.** The term of the Agreement will commence on **7/1/2024** and continue through **6/30/2025** unless terminated by either party upon sixty (60) days prior written notice to the other party.
3. **Professional Services.** Austill's will furnish therapists to provide evaluation/consultation/treatment services as requested by Warwick. Austill's therapists will prepare appropriate reports and documentation concerning the services rendered. Upon the specific request of Warwick, Austill's therapists will be available to attend meetings and participate in IEP conferences. Austill's and Warwick each represent that therapy services will be requested and provided, as the case may be, without regard to race, sex, creed, color, religion, handicap or national origin.
4. **Qualifications.** All therapists furnished by Austill's shall be properly credentialed and experienced with respect to the services required. Austill's will be responsible for providing appropriate documentation to confirm current malpractice insurance, state license (Occupational Therapy, Physical Therapy and if applicable Speech Language Clinicians), child abuse, criminal record check and federal criminal history clearances and national certification (Occupational Therapy, only) with respect to all therapists furnishing services under this Agreement. Upon request, Warwick may interview and approve/disapprove any therapist Austill's recommends for assignment within Warwick.

5. Compensation/Reimbursement for Services. Austill's will be reimbursed at the following rate:

	Contract Year 1 July 1, 2024 – June 30, 2025
OTR/PT per hour	\$70.00

Reimbursement will include, but is not limited to, the following: on-site evaluation/consultation/treatment time; off-site follow-up documentation/consultation time; travel time between Warwick schools; and travel time to and from one student per location. An itemized accountability form detailing specific student services rendered each month will be generated and furnished to Warwick for each therapy service provided.

6. Billing Procedures. Austill's will invoice Warwick for services on a regular basis with payment due thirty (30) days from the invoice date.
7. Independent Contractor. Austill's is and shall remain an independent contractor for the performance of the services as set forth in this Agreement; the relationship between Austill's and Warwick shall be that of independent contractor and principal. Warwick shall not provide any other compensation or benefit to, or for the benefit of, any therapist(s) rendering services under this Agreement. Nothing contained in this Agreement will be construed to constitute Austill's, or any therapist providing services, as an employee or agent of Warwick; nor shall Austill's or Warwick have any authority to bind the other in any respect.
8. Coordination of Services. Warwick will designate the individual(s) responsible for requesting, directing, coordinating and evaluating the therapy services to be provided to students on behalf of Warwick. Until such time as Austill's is notified otherwise, Colleen Heckman, Director of Student Services, will be responsible for such direction and coordination on behalf of Warwick. Until such time as Warwick is notified otherwise, Maria Lehman, Austill's Educational Therapy Manager, will serve as the primary contact person and initial coordinator for Austill's.
9. Restrictive Covenant. Warwick agrees that it will not, directly or indirectly, employ or otherwise engage the services of any Austill's therapist referred or engaged to provide therapy services at any time during the term of this Agreement or for a period of one (1) year from the date this Agreement terminates. Warwick further understands and acknowledges that each therapist assigned to provide services under this Agreement is also subject to the same restrictive covenant against accepting employment with, or otherwise rendering therapy services to Warwick at any time during the term of this Agreement or for a period of one (1) year following termination.

10. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, which may have been entered into between them. This Agreement may be amended and/or modified only by a writing signed by the parties. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, intending to be legally bound, the parties have cause this Agreement to be duly executed the day and year first above written.

AUSTILL'S REHABILITATION SERVICES, INC.

Signature:  _____

Date: 4-23-2024

WARWICK SCHOOL DISTRICT

Signature: _____

Date: _____