

AGREEMENT

School Based Therapy Services

THIS AGREEMENT IS MADE as of the 20th day of May 2020 by and between **UNITED CEREBRAL PALSY ASSOCIATION OF GREATER CLEVELAND, INC.**, 10011 Euclid Avenue, Cleveland, Ohio 44106, an Ohio not-for-profit corporation ("UCPA"), and **RICHMOND HEIGHTS LOCAL SCHOOLS**, an Ohio public school district ("District").

WHEREAS, UCPA is qualified to obtain Physical Therapists (LPT), Occupational Therapists (OTR), Physical Therapy Assistant (PTA), and/or Occupational Therapy Assistants (COTA) licensed in the State of Ohio; and

WHEREAS, the District desires to have UCPA obtain such services, as provided in this Agreement;

NOW, THEREFORE, in consideration of the promises set forth herein and other good and valuable consideration, receipt of which is hereby acknowledged, UCPA and the District agree as follows:

1. UCPA will obtain one or more physical therapists, occupational therapists, physical therapy assistants and/or occupational therapy assistants licensed in the State of Ohio, to provide services to the District as requested by the District.
2. Such therapist(s) will provide evaluation, therapy/treatment, screening, consultation, meetings and other such services as requested in writing by the District. Services will be provided directly and/or virtually via an online platform.
3. The District shall pay UCPA Eighty-Four Dollars (\$84.00) per hour of LPT, and OTR service; Sixty-One Dollars (\$61.00) per hour of PTA and COTA service; and mileage of Fifty-eight Cents (\$0.58) per mile between District sites, for the provision of such services. UCPA shall invoice the District monthly for such services at the rates provided herein. All invoices shall be paid within thirty (30) days after the invoice date. Any amount that is not paid within thirty (30) days after the invoice date shall be considered "late" and thereafter will bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, whichever is less. UCPA shall be entitled to recover its costs and expenses incurred in collecting any past-due amounts due hereunder, including reasonable attorneys' fees. In addition to any other remedy available, UCPA may restrict or suspend services to the District if payment in full is not made within fifteen (15) days after District's receipt of written notice that payment is late and suspension of service is pending.
4. The district shall allot a sum of Five Hundred Dollars (\$500) for the purchase of therapy equipment during the term of this Agreement.
5. UCPA is required to comply with the requirements of 45 CFR 164-504(e) (1) for safeguarding and limiting access to information concerning beneficiaries.
6. UCPA will allow the representatives of the U.S. Department of Human Services, ODJFS, ODE, or their respective designee, access to the subcontractor's books, documents and records.
7. UCPA acknowledges that they or their principles are not suspended or debarred.

8. The physical therapist(s), occupational therapist(s), physical therapy assistant(s) and occupational therapy assistant(s) will provide documentation regarding the services provided as stated by current regulations. However, it shall be the sole responsibility of the District to determine the necessity for the provision of services, to determine the nature of the services to be provided, to request appropriate services through UCPA, and to otherwise assure compliance with the provision of the Individuals with Disabilities Education Act, the Americans with Disabilities Act, and other governing state, federal and local law and regulations.
9. The School expressly acknowledges that there is no employment relationship between either UCPA and the School nor the District and such physical therapist(s), occupational therapist(s), physical therapy assistant(s) or occupational therapy assistant(s).
10. UCPA's sole responsibility shall be limited to obtaining qualified therapist(s) to provide services to the District.
11. The term of this Agreement shall be from August 1, 2020 through July 31, 2021. However, either party may terminate this Agreement upon thirty days' written notice to the other.
12. Noncompetition. The School agrees that, commencing with the effectiveness of this Agreement and ending one year after its termination or cancellation (the "Noncompetition Period"), will not, without the prior written consent of UCPA, either directly or indirectly, in any capacity whatsoever, (a) solicit business from, or compete with UCPA for the business of any client or customer of UCPA by whatever method, including by working with or for any School or (b) operate, control, advise, be employed and/or engaged by, perform any consulting services for, invest in, or otherwise become associated with any person, company or other entity (other than the purchase of no more than 2% of the publicly traded securities of a company whose securities are traded on a national stock exchange) who or which, at any time during the Noncompetition Period, is or may be in competition with, or engaged in the same or similar business, activities, or conduct as UCPA, in the geographical area in which UCPA maintains offices, independent contractors, or otherwise conducts business, or where UCPA has clients or customers or other persons or entities with whom UCPA had prior contacts.
13. Nondisclosure. The School agrees at all times to hold as secret and confidential (unless disclosure is required pursuant to court order, subpoena in a governmental proceeding, arbitration, or pursuant to other requirement of law) any and all knowledge, technical information, business information, developments, trade secrets, know-how and confidences of UCPA or its business, (collectively, "Confidential Information") of which he or she has acquired knowledge before, during, or after the term of this Agreement, to the extent such matters (i) have not previously been made public or are not thereafter made public, or (ii) do not otherwise become available to The School, in either case via a source not bound by any confidentiality obligations to UCPA. The phrase "made public" as used in this Agreement shall apply to matters within the domain of the general public or UCPA's industry. The School agrees not to use, directly or indirectly, such knowledge for its own benefit or for the benefit of others and/or disclose any of such Confidential Information without the prior written consent of UCPA. At the cessation of the term of this Agreement, the School agrees to promptly return to UCPA any and all written Confidential Information received from UCPA which relates in any way to any of the foregoing items covered in this paragraph and to destroy any transcripts or copies the School may have of such Information unless an alternative method of disposition is approved by UCPA.
14. Non-solicitation/Noninterference. The School agrees that, during the Noncompetition Period, he or she will not at any time, without the prior written consent of UCPA, directly or indirectly solicit, induce, or attempt to solicit or induce any Therapist or any employee or former employee (as herein defined), agent, or other representative or associate of UCPA to terminate his/her relationship with UCPA. The School further covenants and agrees that, during the Noncompetition Period, it will not,

without the prior written consent of UCPA, directly or indirectly, induce or attempt to induce any actual or prospective client, customer or supplier of UCPA to terminate, alter or change its relationship with UCPA or otherwise interfere with any relationship between UCPA and any of its suppliers or customers. A "former employee" shall mean any person who was employed by UCPA at any time during the one-year period prior to the School's engagement with UCPA.

15. Severability. In the event that Paragraphs Twelve (12), Thirteen (13), and/or Fourteen (14) hereof shall be found by a court of competent jurisdiction to be invalid or unenforceable as written as a matter of law, the parties hereto agree that such court(s) may exercise its discretion in reforming such provision(s) to the end that The School shall be subject to noncompetition, nondisclosure and nonsolicitation/noninterference covenants that are reasonable under the circumstances and enforceable by UCPA.
16. Acknowledgment. The School specifically acknowledges that the covenants set forth herein restricting competition, disclosure and solicitation/interference and ownership of intellectual property are reasonable, appropriate, and necessary as to duration, scope, and geographic area in view of the nature of the relationship between The School and UCPA.
 - a. The School further acknowledges that the remedy at law for any breach of these covenants, including monetary damages to which UCPA may be entitled, will be inadequate and that UCPA, its successors and/or assigns, shall be entitled to injunctive relief against any breach without bond. Such injunctive relief shall not be exclusive but shall be in addition to any other rights or remedies which UCPA may have for any such breach.
 - b. In any action or proceeding pursuant to these restrictions, the party in whose favor judgment shall be rendered shall be awarded by the court its attorneys' fees and costs incurred by it in connection with the prosecution or defense of such action/proceeding, as the case may be, and the amount of such fees and costs shall be included as a part of the judgment entered in such action.
17. Hold Harmless. The School shall hold UCPA harmless against any and all liability for loss, injury or damage caused during the normal course of services performed by UCPA staff and agents under this Agreement.
18. Notice required under this Agreement shall be provided in writing as follows:

To UCPA:

Patricia S. Otter, President and CEO
United Cerebral Palsy Association of Greater Cleveland, Inc.
Iris S. and Bert L. Wolstein Center
10011 Euclid Avenue
Cleveland, Ohio 44106-4701

To the District:

Renee T. Willis, Ph.D., Superintendent
Richmond Heights Local Schools
447 Richmond Road
Richmond Heights, OH 44143

IN WITNESS WHEREOF, the parties have signed this Agreement the 20th day of May 2020.

UNITED CEREBRAL PALSY ASSOCIATION OF
GREATER CLEVELAND, INC.

By: *Julia S. Otter*

Its: President and CEO

RICHMOND HEIGHTS LOCAL SCHOOLS

By: _____

Its: Board/ Superintendent

By: _____

Its: Treasurer

FISCAL OFFICER'S CERTIFICATE

The undersigned, as Fiscal Officer for the District, hereby certifies that the amount required to meet the agreements, obligations, payments and estimated costs of the District under the foregoing Agreement has been lawfully appropriated or authorized or directed for such purposes and is in the Board's treasury or in the process of collection free from any obligation or certificate now outstanding.

,Treasurer

