



PLAYHOUSE PEDIATRIC THERAPY LLC

21533 E ORCHARD LANE

QUEEN CREEK AZ 85142

## Article I – Agreement with **American Leadership Academy**

- 1.1 Date of and Parties to the Agreement. This agreement, dated June 11, 2018, is between American Leadership Academy North Las Vegas, hereafter called ALA, and Playhouse Pediatric Therapy LLC, hereafter called PPT.
- 1.2 Purpose of Agreement. This agreement sets forth the terms and conditions upon which ALA retains PPT to deliver occupational therapy services to eligible students at ALA.
- 1.3 Terms of the Agreement. The term of this agreement commences on June 11, 2018, and ends on May 31, 2019. This agreement is subject to biannual review upon the request of either party, unless terminated earlier as provided in Article II concerning General Terms and Conditions. This agreement may be altered or amended only by a written amendment executed by both ALA and PPT.

## Article II - General Terms and Conditions

- 2.1 Definitions.
  - A. “Occupational therapy” shall mean the implementation of therapy that focuses on permitting people to engage in occupations which provide a personal meaning and purpose to their lives. Pediatric occupational therapy is a related service for those eligible students ages 3 through 21 that allows the child with a disability to benefit from special education.
  - B. Under the definition of IDEA (Individuals with Disabilities Education Act) “related services” provided by a qualified occupational therapist includes:
    - a. Improving, developing, or restoring functions impaired or lost through illness, injury or deprivation
    - b. Improving ability to perform tasks for independent functioning when functions are impaired or lost
    - c. Preventing through early intervention, initial or further impairment or loss of function

- 2.2 Termination.
- A. ALA may, by written notice, terminate the contract in whole or in part at its sole discretion, by furnishing a 30-day prior notice of cancellation to PPT.
  - B. PPT may, by written notice, terminate the contract in whole or in part at its sole discretion, by furnishing a 30-day prior notice of cancellation to ALA.
- 2.3 Independent Contractor. PPT's relationship to ALA in performing the terms of this agreement is that of an independent contractor and nothing herein shall be construed as creating an employer/employee relationship, partnership, joint venture or other business group or concerted action of ALA, in its work of providing occupational therapy services.
- 2.4 Standard of Performance. PPT shall perform its services with care, skill and diligence in accordance with AOTA (American Occupational Therapy Association) and Arizona Board of Occupational Therapy Examiners requirements and shall be responsible for the professional quality, accuracy, and completeness, of all evaluations and interventions. PPT shall maintain a registered certification by the National Board for Certification in Occupational Therapy (NBCOT) as required for Medicaid reimbursement. PPT shall comply with all applicable federal, state and local laws in performing its services. Failure to meet the foregoing standard of performance set forth under this contract may be considered a material breach and grounds for termination of PPT's services.
- 2.5 Indemnification. PPT shall defend, indemnify and hold ALA harmless from and against all claims and actions asserted by a third party (or parties) and related damages, losses and expenses, including attorney's fees, arising out of or resulting from the services performed or neglected to be performed by PPT and caused by any error, omission or negligent act, provided that PPT's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon the independent negligence of ALA. If there is a claim of, or liability for, the joint negligent error or omission of PPT and the independent negligence of ALA, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.
- 2.6 Insurance. Without limiting PPT's indemnification, it is agreed that PPT shall purchase at its own expense and maintain in force at all times during the performance of services under this contract a Professional Liability Insurance policy, a General Liability Insurance policy and name ALA an Additional Insured. Certificates of Insurance must be furnished to the ALA contracting officer prior to beginning work and must provide for a 30-day prior notice of cancellation, or non-renewal of insurance policy. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of PPT's services.

- 2.7 Subcontractor. PPT may, at its discretion, contract the services of OTR/L subcontractors and/or COTAs in order to fulfill service delivery needs. All subcontractors shall maintain a registered certification by the National Board for Certification in Occupational Therapy (NBCOT) as required for Medicaid reimbursement. All subcontractors shall be covered under PPT's Professional Liability Insurance policy and a General Liability Insurance policy with ALA named as Additional Insured.

### Article III – Specific Terms and Conditions

#### 3.1 Responsibilities of PPT.

- A. PPT will provide occupational therapy services to students at all ALA schools in accordance with terms and conditions of this agreement.
- B. PPT will be responsible to cover the OT caseload including providing direct therapy service, fulfilling Individualized Education Plan (IEP) requirements, fulfilling 504 requirements, screening potential clients, evaluating potential clients, using evidence-based assessments to identify client goals and treatments, documenting client treatment, completing quarterly client progress reports, treatment planning and preparation, meeting with parents and staff, traveling between school sites, keeping paperwork as required by AOTA professional standards, and other activities related to providing Occupational Therapy services to ALA students.
- C. PPT will maintain clinical notes which record the date and duration of OT units delivered. These notes are for purposes of Medicaid billing and will be called upon only if units of service delivered are in question.
- D. PPT will develop schedules in coordination with school staff; however, the controlling schedule will ultimately be determined by PPT. Any changes in schedules as well as absences will be reported to the school staff. Times of therapy sessions may be set between 8:00 a.m. and 3:00 p.m., with the focus of service delivered during the 8:30 a.m. – 2:30 p.m. academic day.
- F. This agreement commences on June 11, 2018, and ends on May 31, 2019. A separate contract will be required to include services beyond May 31, 2019.
- G. All PPT therapists, representatives, employees, and/or contractors who will be on ALA campuses must obtain an IVP fingerprint clearance card. The IVP fingerprint clearance card must be submitted to ALA before the PPT therapist, representative, contractor and/or employee begins work on any ALA campus. No fees will be charged by PPT and/or due by ALA for any time that a PPT therapist, representative, employee, and/or contractor is available but is not allowed to work due to not having submitted their IVP fingerprint clearance card to ALA.

3.2 Special consent from ALA to PPT.

- A. ALA will contact PPT for all delays & school cancelations
- B. ALA will provide internet access by way of the school district wireless “WiFi” systems for the following purposes:
  - i. To access internet based IEP program and develop or update student IEPs, as well as record IEP progress reports.
  - ii. To establish and maintain electronic communication directly between PPT and case managers.
  - iii. ALA is not responsible for providing PPT or subcontractors a school district email address.
  - iv. PPT will not have access to WiFi system for any personal use.
- C. ALA will coordinate a mid-year and end of year review of services with PPT to review the following items:
  - i. Overall state of service delivery
  - ii. Overall state of billing and invoices
  - iii. Overall state of Medicaid reimbursement
  - iv. Overall state of occupational therapy budgets

3.3 Payment to PPT 2018 – 2019 Academic Year

- A. Commencing on June 11, 2018, through May 31, 2019, services shall be provided at a rate of \$70.00 per hour for all billable hours provided by PPT. The evaluation rate will be \$300 per evaluation.
- B. The hourly rate shall be paid for the services outlined under the Responsibilities of PPT in Article III.
- C. Payment will be made monthly no later than the 7<sup>th</sup> of the month for all work performed in the prior month.
- D. Payments will be made by direct deposit to Playhouse Pediatric Therapy LLC.
- E. ALA will receive a monthly itemized invoice for total hours worked providing services to ALA schools.
- F. ALA will be financially responsible for all service hours billed on monthly itemized invoices for ALA schools.

3.4 Evaluations by PPT for ALA for 2018 – 2019

- A. Initial evaluations will require approximately 3 – 6 hours each to complete a chart review, testing & scoring, and writing reports. Initial evaluations will be scheduled within the weekly allotted service time.
- B. Re-evaluations will require approximately 3 – 6 hours each to review prior evaluations, complete testing & scoring, writing reports and presenting at evaluation meetings. Re-evaluations will be scheduled within the weekly allotted service time.

3.5 Services by PPT to the ALA for the 2018 – 2019 Academic Year

The ALA occupational therapy caseload is expected to be between 15 - 20 students requiring an estimated 40 - 55 hours per month for direct therapy service, fulfilling IEP requirements, fulfilling 504 requirements, screening potential clients, evaluating potential clients, using evidence-based assessments to identify client goals and treatments, documenting client treatment, completing quarterly client progress reports, treatment planning and preparation, meeting with parents and staff, traveling between school sites, and other activities related to providing Occupational Therapy services to ALA students. Therapist reports and other documentation may be written at any of the ALA school locations or at the Playhouse Pediatric Therapy office.

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Agreement Signatures

IN WITNESS THEREOF, the parties hereto have approved this AGREEMENT on the dates beside their signatures.

The AGREEMENT may be altered or amended only by a written amendment executed by both parties.

With signature below PPT is attesting that it has not been barred or suspended from doing business with the United States government.

  
\_\_\_\_\_  
ALA Contracting Officer – signature

6/14/18  
\_\_\_\_\_  
Date

Jeremy Christensen  
\_\_\_\_\_  
ALA Contracting Officer – printed name

\_\_\_\_\_  
Playhouse Pediatric Therapy LLC – signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Playhouse Pediatric Therapy LLC – printed name