COPY

The Jungle Gym Rehabilitation Center for Children "Where therapy is play"



Hello everyone! Hope you are having a great summer! We here at the Jungle Gym were so happy to have provided Occupational Therapy Services and/or Physical Therapy Services to your school for the 2011 -2012 school year. It is our hope that we can continue to provide high quality Therapy services through the upcoming 2012-2013 school year. I am enclosing an updated copy of our contract for your review.

If you wish to continue services with our facility please sign and return the contract to us by August 1, 2012.

Please feel free to contact us at any time with questions or concerns. Our phone number here at the Jungle Gym is (302) 734-1515.

Sincerely yours,

Deborah Simmons, OTR/L

SIPT # 9532 What Summons off

Tracey Goff, PT, DPT, CIMI

The Jungle Gym Rehabilitation Center for Children School Contract Agreement

This agreement is made between the Jungle Gym Rehabilitation Center	er for Children as a
provider of rehabilitation therapy services, hereinafter referred as the '	"Agency" and the
MOT Charter School	here in referred to
as the "District". The terms of the agreement shall extend from	August 20, 2012 to
June 30, 2013	

Now thereafter it is mutually agreed as follows:

- 1. At the District's request the Agency will provide Occupational and/or Physical Therapy services to district school aged children as mandated by the District personnel. These services can be provided within the school setting or at the Jungle Gym Center. Those students wanting to receive services at the Jungle Gym Center will be given convenient appointments before or after school.
- 2. Bills for services rendered will be submitted on a monthly basis and in accordance with the fee schedule listed in Exhibit A. Payment will be made within a thirty day period following submission of bill.
- 3. Services will be provided to all district school age children, as applicable, regardless of race, creed, color, national origin, gender or disability.
- 4. The District retains the final professional and administrative responsibility for any services rendered, however the parties agree and recognize that the individual therapists hereunder are not employees of the District. The agency further agrees that it shall defend, indemnify, and hold harmless the District, its Officers, directors, agents and employees for all loss, costs, damage and expense, including attorney's fees, judgments, fines and amounts paid in settlements in connection with a threatened, pending, or completed action, suit or proceeding, arising from any act, error omission, misstatement, misleading statement, neglect or breach of duties by the Agency or any of its employees taken or made in the performance of their obligations undertaken or reasonably assumed with respect to this agreement.
- 5. The District shall retain responsibility for obtaining medical prescriptions if needed from Parent/Guardian of students referred to the Agency for related services prior to referring students to the Agency. The District shall be responsible for advising the Agency of the specific mandated services to be provided. All services will comply with pertinent provisions of Federal, State and local statutes, rules and regulations.
- 6. Should any part of this agreement for any reason be declared invalid, such declaration shall not affect the validity of any remaining parts of the agreement which shall remain in full force for the duration of the contract.
- 7. The Agency will complete all necessary documentation as requested by the District and be available to attend any meetings with at least a two week notice.

- 8. The District shall not enter into a separate agreement with any practitioner referred by or working through or with the Agency for the duration of the contract and a one year period thereafter without the express consent of the Agency.
- 9. The Therapists providing services will be properly licensed by the State of Delaware to perform Occupational Therapy Services.
- 10. The Agency had sufficient professional liability insurance coverage applicable to the provision of Occupational Therapy Services to school-aged children.
- 11. All personnel providing services will have taken within the past 12 months a TB test with a negative in inactive positive result.
- 12. All therapists providing services will have undergone a criminal background check that showed the therapist to be without convictions.
- 13. All therapists providing services will have submitted a Child Protection Registry Check within the past 12 months.
- 14. Either party may terminate the agreement without cause upon thirty days written notice to the other party. Any notice required to be provided to any party to the Agreement shall be considered effective as of the date of deposit with the United States Postal Service by certified or registered mail, postage prepaid, return receipt requested and addressed to the parties at the following addresses:

To Agency: The Jungle Gym Rehabilitation Center for Children 1695 S. State Street, Suite 5A Dover, DE 19901

To District: MOT Charter School 1156 Levels Road Middletown, DE 19709

To:

Executed on the day and year first written above.

By Frick Denny

EXHIBIT A

Schedule of personnel charges

_\$155.00___ for Occupational Therapy or Physical Therapy Evaluation and Report _\$75.00___ per hour for treatments, travel and meetings.