

Special Education Service Agreement with Lighthouse Academies of Arkansas, Inc.

<p>Vendor Name and Address: Kidsource Therapy 17706 Interstate 30 suite 3 Benton, AR 72019</p> <p>Corey Tinkle MS, PT 501-315-4414</p>	<p>Bill to: Lighthouse Academies of Arkansas, Inc. d/b/a Jacksonville Lighthouse Charter School 251 North First Street Jacksonville, AR 72076</p>
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<p>Services to be provided at and for: Jacksonville Lighthouse Charter School 251 North First Street Jacksonville, AR 72076</p>	<p>Contact Persons: Norman Whitfield - Principal Principal JLCS-Main Campus Email: nwhitfield@lighthouse-academies.org</p> <p>Consuela Turner – Office Manager Email: cturner@lighthouse-academies.org</p> <p>Phone: 501-985-1200</p>
<p>Jacksonville Lighthouse Charter School, Flightline Campus, Building 1030, Little Rock Air Force Base, Arkansas</p>	<p>Evan McGrew Principal JLCS – Flightline Email: emcgrew@lighthouse-academies.org</p> <p>Laura Smith – Office Manager Email: lsmith@lighthouse-academies.org</p>
	<p>Charter Facilities Management Mel Harper Email: mharper@charterfacilities.org 508-626-0904 ext. 103</p>

This Agreement, effective August 15, 2011, between the Lighthouse Academies of Arkansas, Inc. (“LAA”), and its public charter schools listed above, known herein collectively as (“Schools”), and Kidsource Therapy., (“Consultant”), known herein collectively as the (“Parties”), for Consultant to act as a consultant (also referred to as an independent contractor) in providing certain services to School (the “Agreement”).

WHEREAS, Consultant is a provider of special education OT, PT, and ST services and responded with a proposal to provide such services in accordance with the requirements of the Schools; and

WHEREAS, the Schools selected Consultant's proposal and the Parties wish to enter into this Agreement whereby with the Consultant's proposal, Attachment 1, to provide OT, PT, and ST services in accordance with the requirements of the Schools; and

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant agrees to provide occupational therapy services to students of JLCS and JLCS Flightline who have an IEP in effect that require such service(s) to be provided. Consultant will secure staffing and keep the Schools updated on any staffing issues. Consultant will provide all required therapy minutes for all IEPs for the 2011-2012 school year. Services may include evaluations, report writing, therapy services, documentation, progress notes, meetings and conferences. Consultant will identify, test, and initiate new IEPs only after all established IEPs have been serviced. Services shall be provided in accordance with a schedule agreed upon by Consultant and the Schools' Principal and Director of Special Education. Consultant will provide these services at the schools. . Any additional time shall require prior written approval of the Schools' Principal.
2. **Terms.** August 15, 2011 through June 30, 2012 unless terminated by mutual agreement prior to that date or in accordance with section 3. The Schools have the option of a possible three (3) one-year extension of the Agreement which will be determined by the schools by February 1st of each contract year.
3. **Termination.** The School and/or the Consultant reserve the right to terminate this Agreement at any time, with or without cause. Any payments due to Consultant for the work performed up to the date of receipt of the notice of termination will be paid in full within thirty (30) days of such termination date. Such notice may be provided via regular mail, electronic mail or facsimile.
4. **Payment and Expenses.** Consultant will provide an all-inclusive service that shall include therapy services, billing, Medicaid audits, and additional paperwork for prescriptions, etc. The School will complete the "due process" paperwork that allows Consultant to complete their evaluations and begin therapy. Consultant will exhaust all available forms of funding prior to billing the schools. Consultant will provide documentation of services and be submitted with the invoices.

5. **Rates.**

I.	Evaluation Billable Hour	98.88 per billable hour
II.	OT, PT SL Therapy Rate	69.63 per billable hour
III.	Written IEP Rate	25.00
IV.	Participation in IEP Meetings	30.00

NOTE: The School shall be considered "payer of last resort" as the Consultant will work with the school and the family to access Medicaid and private insurance where appropriate for payment for services.

6. Confidentiality.

(a) Confidential Information. "Confidential Information" shall mean any information about Schools or about LAA, including but not limited to customer and vendors lists, business plans, methodologies, specify service area materials, financial and accounting records, and any other information which a reasonable person would deem to be confidential information or any other information which has been expressly or implicitly designated as being confidential information by Schools or by LAA. To the extent required by law, "Confidential Information" does not include information that is or becomes part of the public domain, unless such information became part of the public domain though Consultant's action or omission. Consultant acknowledges and understands that in the performance of services as a consultant to the School. Consultant will obtain knowledge of Confidential Information. Consultant agrees that she shall not, either during the term of this Agreement or at any time thereafter, except as required in the performance of the Services hereunder or by law (i) use or disclose any Confidential Information to third parties or (ii) remove or aid in the removal from the premises of the Schools any Confidential Information or any property or material relating thereto.

(b) Delivery of School Information and Documents. Upon the termination of the Services hereunder, or any other time the Schools may so request, Consultant will return all documents, computer disks and storage devices and other materials, and all copies thereof, which Consultant may then possess or have under his/her control, including all copies of such items. The exception would be the documentation of any services billed to a 3rd party that the Consultant is required to keep in their possession.

7. Independent Contractor Status. The parties hereto agree that Consultant is staffing agency for independent contractors, and nothing herein or in the relationship of the parties shall alter or affect such status. Without limiting the generality of the foregoing, the parties hereto acknowledge that at all times during the term of this Agreement:

- (a) Consultant shall have the right to perform services for others;
- (b) Consultant shall have the sole right to control and direct the means, manner and method by which the Services will be performed;
- (c) Consultant shall furnish all equipment and resources necessary to provide the Services;

8. Non-Compete. Beginning as of the effective date of this Agreement, and for a period of twelve calendar months following the termination of this Agreement (the "Non-Compete Time Period"), Consultant shall not, directly, or indirectly, individually or on behalf of any other person or entity, call upon, solicit, or

attempt to solicit Schools or any Schools affiliated with LAA or LAA's related company, Lighthouse Academies, Inc, collectively known as the "Companies" including potential Schools, to transfer their business or patronage from Companies to any other individual, business, firm, or entity. Consultant shall not, directly or indirectly, individually or on behalf of any other person or entity, call upon, hire, employ solicit, or attempt to solicit or hire or otherwise engage the services of any School employee without prior written consent of the School principal.

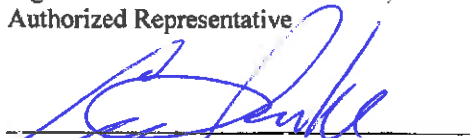
9. Professional Services. Consultant shall perform the Services with the skill, care, and highest ethical standards that would be exercised by comparable qualified professionals performing similar services.
10. Intellectual Property and Assignment of Rights. Consultant will provide the Services under this Agreement as work made for hire, and all Materials, reports, plans, analyses, designs, presentations, and writings or complications of any kind that are produced by Consultant in connection with this Agreement shall be the sole and exclusive property of Schools or of LAA (as determined by any contract between the Schools and LAA) as certified by Consultant signature below. Consultant shall and hereby does assign to the Schools all title and interest in and to any intellectual property created by her in connection with this Agreement that is or may be subject to copyright, trademark or other protection. Consultant agrees to promptly execute any documents necessary to verify School's or Lighthouse's ownership of all such materials with the exception as stated in 6 (b).
11. Hold Harmless. Consultant irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Schools, LAA, Lighthouse Academies, Inc., and the officers, directors, trustees, employees and agents of either from and against any and all claims, liabilities, losses and expenses, including reasonable attorney fees, directly or indirectly, wholly or partly, arising from or in connection with any act or omission of Consultant in carrying out the Services described in this Agreement.
12. Enforceability. This Agreement shall be interpreted so as to be effective under applicable Commonwealth of Massachusetts law, but if any portion hereof is prohibited or invalid, such portion shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement. If any one or more of the provisions contained in this Agreement are for any reason held to be excessively board as to duration, geographic scope, activity or subject, such provisions shall be construed by limited and reducing them so as to remain enforceable to the maximum extent permitted under applicable law.
13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Only the state or federal courts in such state may address any issues arising under this Agreement.

14. **Amendments and Waivers.** No amendment or waiver of this Agreement or any provision hereof shall be binding upon the party against whom enforcement of such amendment or waiver is sought unless it is made in writing and signed by or on behalf of such party. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate as a waiver by that party of the same or any subsequent breach of any provision of this Agreement by the other party.
15. **Binding Effect; Assignment.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, and administrators, successors and assigns.
16. **Gender Neutral.** The use of the feminine or masculine language, such as he, she, her, or him, in this Agreement shall be deemed to include both masculine and feminine.
17. **Entire Agreement.** This Agreement constitutes the final and entire agreement of the parties with respect to the matters covered hereby, and replaces and supersedes all other agreements and understanding relating thereto.



Lighthouse Academies of Arkansas, Inc.
Authorized Representative

8/3/11
Date



Kidsource Therapy
Corey Tinkle
Authorized Representative

8/17/11
Date

Pursuant to the terms of this Agreement, including paragraph 10, I hereby assign to the Lighthouse Academies of Arkansas, Inc. all rights, title and interest in any newly created or derivative works under this Consulting Agreement.



Kidsource Therapy
Corey Tinkle
Authorized Representative

8/17/11
Date

CONSULTANT: PLEASE INDICATE YOUR AGREEMENT BY SIGNING IN BOTH PLACES.