



East Liverpool City Hospital

Rehabilitation Services Agreement
Between

EAST LIVERPOOL CITY HOSPITAL
East Liverpool, Ohio

And

BEAVER LOCAL BOARD OF EDUCATION
East Liverpool, Ohio

This agreement, entered into this ___ day of July, 2017, by and between Beaver Local Board of Education and East Liverpool City Hospital, (hereinafter ELCH).

WITNESSETH

Whereas, ELCH operates a Department of Rehabilitation; and

Whereas, Beaver Local Board of Education is desirous of ELCH to provide rehabilitation services to applicable students for Physical and Occupational therapies.

Whereas, ELCH and Beaver Local Board of Education desire to enter into an agreement that provides for the utilization of ELCH Rehabilitation Services on behalf of referrals from Beaver Local Board of Education for the school year 2017-1028.

Now, therefore, in consideration of the mutual covenants and agreements of this contract, it is understood and agreed by and between the parties hereto as follows:

1. ELCH shall provide Rehabilitation services to students of Beaver Local Board of Education. Said services shall include consultation, evaluation, and treatment, with correlative documentation as required. ELCH employees providing said therapy services shall be under the general supervision of the student's physician.
2. Beaver Local Board of Education shall pay to ELCH on or after the tenth day of each month during the term of this agreement:

<u>Fiscal Year</u>	<u>Therapists</u>	<u>Therapy Assistants</u>
2017-2018	\$45.00 per hour	\$35.00 per hour
2018-2019	\$46.35 per hour	\$36.05 per hour
2019-2020	\$47.74 per hour	\$37.13 per hour

ELCH shall present to Beaver Local Board of Education a statement showing the total number of therapy treatments provided during the previous month and with the amount owing to ELCH by Beaver Local Board of Education or provision thereof, Beaver Local Board of Education shall pay to ELCH the amount within thirty (30) days of receipt of statement.

3. This agreement shall commence August 15th and shall continue through the end of the 2017-2018 school year.

4. This agreement may be terminated by either party hereto by the terminating party giving sixty (60) days written notice of its intent to terminate this agreement to the other party.
5. In the event ELCH must be closed by actions of ELCH's board due to fire, flood, electrical failure, heating fuel cutbacks, accident, inability to secure materials, acts of God, voluntary or involuntary compliance with any valid or invalid statute, strike or labor unrest of any other events over which ELCH has no control, ELCH shall attempt to reasonably perform under this agreement.
6. If any term, provision, covenant or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision of the agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
7. This agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
8. Neither party hereto shall assign or transfer any or all of its rights or duties under this agreement without obtaining prior written consent of the other party. In the event said consent is obtained, this agreement shall be binding upon and inure to the benefit of the successors in interest and permitted assignees hereto.
9. The waiver of either party of a breach of or a failure to insist on strict compliance with any provision of this agreement by either party shall not operate or be construed as waiver of said paragraph or any other paragraph by such party.
10. Beaver Local Board of Education and/or any affiliate shall not hire, retain, nor employ, nor attempt to hire, retain nor employ any ELCH employee for Rehabilitation services during the term of this Agreement or for a period of two (2) years beginning at the termination of this agreement of any successive term thereof. The penalty for such an action will be one-third of a therapist's yearly salary.

In witness whereof, Beaver Local Board of Education and ELCH have hereunto set their names and date first written above.

East Liverpool City Hospital

Beaver Local School District

Keith Richardson, President & CEO

Board of Education

JR/bla