

**Turn Center
1250 Wallace Blvd.
Amarillo TX, 79106**

Related Service Contract

Contracting Parties:

School District:

River Road ISD
9500 US 287
Amarillo, TX 79108-1618

Service Provider:

Turn Center
1250 Wallace Blvd
Amarillo, TX 79106

Terms of agreement:

This document when executed by both parties shall serve as a contract between School District and Service Provider.

Description of service provided by Service Provider

1. Service: provide direct and/or consultative Physical and Occupational Therapy based on an educational model of service, as indicated by ARD.
2. Dates of service: during instructional days August 1, 2013 to July 31, 2014.
3. Location: services provided at school district campus as indicated by ARD.
4. Turn Center therapists or representative to attend ARDs as requested by RRISD diagnosticians.
5. Prepare and update IEP goals and reports for ARD meetings.
6. Provide ESY Physical and Occupational Therapy services as indicated by ARD.
7. Therapists will provide accurate and timely documentation in order for the District to complete Medicaid billing for services rendered as indicated by ARD.

Payment Terms

1. Service Provider agrees to bill once per month for services rendered.
2. School District agrees to pay Service Provider a fee of **\$37,963.00** for the contract year, in 12 equal monthly installments.
3. Payment for services will be made within 30 days upon receipt of invoice.
4. Either party may terminate this contract by providing thirty (30) days written notice.

Survival and Indemnification

1. Indemnification by Service Provider. Service Provider hereby agrees to indemnify, defend and hold harmless School District from and against any and all loss, damage (except incidental and consequential damages), expense (including court costs, reasonable attorneys' fees, interest expenses and amounts paid in compromise or settlement), suits, actions, claims, penalties, liabilities or obligations related to, caused by,

arising from or on account of any misrepresentation, or breach of any representation or warranty, pursuant to this Agreement.

2. **Indemnification by School District.** School District hereby agrees to indemnify, defend and hold harmless Service Provider from and against any and all loss, damage (except incidental and consequential damages), expense (including court costs, reasonable attorneys' fees, interest expenses and amounts paid in compromise or settlement), suits, actions, claims, penalties, liabilities or obligations related to, caused by, arising from or on account of any misrepresentation, or breach of any representation or warranty, pursuant to this Agreement.

Mediation

1. **Types of Disputes.** (a) This Article shall apply to any disputes (each a "*Dispute*") arising out of this Agreement, or services provided hereunder including:
 - (a) any dispute regarding the construction, interpretation, performance, validity, or enforceability of any provision of this Agreement, or whether any Person is in compliance with, or breach of, any provisions of this Agreement, or (B) any other dispute of a legal nature arising under this Agreement.

With respect to a particular Dispute, each Person that is a party to such Dispute referred to herein as a "*Disputing Party*."

2. **Mediation Required.** If the Disputing Parties are unable to resolve a Dispute within a reasonable period of time after the commencement of the Dispute, any Disputing Party shall submit such Dispute to non-binding mediation under this Article by notifying the other Disputing Parties ("*Mediation Notice*"). Mediation pursuant to this Article shall be required before any Disputing Party may seek redress in a court of law.

General

1. **Amendment and Waiver.** No amendment or waiver of any provision of this Agreement shall in any event be effective, unless the same shall be in writing and signed by the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
2. **Notices.** To be effective, all notices or other communications under this Agreement shall be in writing and shall be delivered to either Contracting Party at the addresses listed above. Any party may change its address for receiving notice by written notice given to the others.
3. **Parties in Interest.** This Agreement shall inure to the benefit of and be binding upon the parties named herein and their respective successors and assigns. Any assignment of this Agreement or the rights hereunder by a party hereto without the prior written consent of the other party shall be void.
4. **Entire Transaction.** This Agreement shall contain the entire understanding among the parties with respect to the transactions contemplated hereby and shall supersede all other agreements and understandings among the parties.
5. **Applicable Law.** This Agreement has been entered into in the State of Texas and shall be governed by and construed in accordance with the internal laws of the State of Texas. The parties hereto hereby consent that any action against such party will be commenced and venued in the courts of the State of Texas by service of process upon such party with the same effect as if such party had been lawfully served within such state.

6. Severability. Should any provision of this Agreement be declared invalid, void or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
7. Confidentiality. No party to this Agreement shall disclose any of the terms or conditions of this Agreement, including the Payment Terms specified herein, to any third party, except to accountants, attorneys and others who a party hereto may engage or with whom a party hereto may consult in connection with the transactions contemplated hereunder, and then only to the extent that such third party needs to know such information. Each party hereto will use its best efforts to cause those to whom such information is disclosed to maintain the confidentiality thereof.
8. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

Approval

School District:
River Road ISD

By:

Signature

Name, Title

Date

Service Provider:
Turn Center

By:



Signature

Christopher T. Hale, Executive Director
Name, Title

3/20/13
Date