



# OMNI THERAPEUTICS, INC.

Occupational Therapy – Physical Therapy – Speech Language Pathology – Social Work – Psychology  
www.omnitherapeutics.com

## CONTRACT FOR SCHOOL THERAPY SERVICES 2020-2021

THIS AGREEMENT is made and entered into this 7th of May 2020, by and between DISTRICT 152, hereinafter referred to as "RECIPIENT", and OMNI THERAPEUTICS, INC., hereinafter referred to as "OMNI", for the provision of pediatric therapy services by OMNI to RECIPIENT and its students. The parties agree as follows:

1. OMNI shall provide to RECIPIENT and its students professional school-based therapy services, treatment, instruction and care. RECIPIENT may choose any of the following types of school-based therapy professionals: **Occupational Therapy, Physical Therapy, Speech-Language Pathology, Social Work and Psychology**. Type and amount of services shall be deemed by the RECIPIENT, and may include any combination of professional services stated in this contract (OTR/COTA/PT/PTA/SLP/SLPA/LCSW/LSW/Psych). Should the RECIPIENT wish to include, add or augment services, or the contrary, at any time, the RECIPIENT need only inform OMNI of their need at any time throughout the term of this contract.
2. All types of therapy services provided by OMNI shall be provided by a Registered Therapist, or by a Certified Therapy Assistant, working under their supervision. All Therapists and Therapy Assistants providing services under the Agreement shall be fully qualified under applicable law, agency rules and regulations and properly licensed and registered by the State of Illinois to provide those services.
3. The School Therapy Team, which includes Occupational, Physical, Speech-Language Therapy, Social Work and Psych services, will be provided by OMNI to RECIPIENT as needed and when requested by RECIPIENT. **Days and times are to be determined between RECIPIENT and OMNI or its Therapists. Should periodic adjustments in scheduling be necessary, the School Therapy Team will adjust the schedule to fulfill contract requirements.** OMNI shall begin to provide and deliver said services to RECIPIENT commencing August 2020.
4. **The type, length, duration and frequency of treatment necessary for a student shall be determined by the School Therapy Team** including the Registered Occupational Therapist or Certified Occupational Therapy Assistant, and/or the Registered Physical Therapist or Physical Therapy Assistant, and/or the Speech Language Pathologists, and/or Social Workers or Clinical Social Workers, and/or the Psychologists. The service provisions shall be determined by RECIPIENT need, IEP determination, and by applicable law regarding standards of practice, and will be the designated Omni Treatment Team for RECIPIENT.
5. OMNI and any Therapist or Assistant providing services hereunder, shall abide by the currently approved methods, practices, and standards of the profession, abide by the applicable provisions of the Illinois Occupational, Physical, Speech Therapy, School Social Worker and School Psychology Act(s), and by any rules or regulations established by RECIPIENT of which OMNI is notified in writing by RECIPIENT as being applicable to OMNI and its Therapists.
6. RECIPIENT shall provide and make available to OMNI sufficient treatment space and equipment at RECIPIENT'S place of business which will enable OMNI to provide competent and adequate therapy services, treatment, instruction and care to RECIPIENT and its students. For school Social Work and Psychology services, a confidential workspace with which to conduct services may be required for care. RECIPIENT agrees to provide equipment including, but not limited to, mats, balls, and visual motor activities where treatment requiring such equipment is to be delivered. All such equipment is to be in adequate condition for use by the Therapist in providing treatment, instruction, and care to its students. In the event that a student needs specific equipment particularly associated with his/her condition on a recurrent, long-term, or permanent basis, OMNI shall not be obligated to purchase said equipment but shall recommend the purchase of such equipment by the RECIPIENT if it is necessary to implement the program. Any equipment so purchased by the RECIPIENT under this provision shall remain the property of the RECIPIENT upon OMNI'S termination of services to the student. OMNI shall not be obligated to purchase said equipment.
7. The following procedures shall be followed for referral of students by RECIPIENT for evaluation or therapy: referral given to Therapist of OMNI, Therapist schedules evaluation and/or treatment at child's school or room set up for treatment. Referrals may also be made pursuant to RECIPIENT standard practices and procedures, which may include referrals from RECIPIENT'S member districts.
8. This paragraph includes the elected service provisions deemed active by RECIPIENT. No other available services shall be included in this contract other than the following: PT/PTA: RECIPIENT shall reimburse and pay to OMNI the regular rate of \$72.00

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per hour of physical therapy treatment, instruction and/or care, including time for note-writing, set-up, clean-up, travel, and/or planning, which OMNI provides to RECIPIENT and its students by a Physical Therapist (PT), and \$62.00 per hour for treatment by a Physical Therapy Assistant (PTA), provided by OMNI. OT/OTA: RECIPIENT shall reimburse and pay to OMNI the regular rate of \$67.00 per hour of occupational therapy treatment, instruction and/or care, including time for note-writing, set-up, clean-up, travel, and/or planning, which OMNI provides to RECIPIENT and its students by a Registered Occupational Therapist (OTR), and \$57.00 per hour for treatment by a Certified Occupational Therapy Assistant (COTA), provided by OMNI.

9. OMNI shall be responsible for submitting invoices and bills to RECIPIENT, which provides payment or reimbursement for school therapy services provided by OMNI to RECIPIENT and its students. RECIPIENT shall make payment and reimbursement to OMNI by the 15th day immediately following the next regular board meeting to which OMNI provided the services invoiced; payments and reimbursements over (60) days late of the originally scheduled due date will incur a 10% finance charge on the total amount of the original invoice for which payment is overdue, or the maximum rate allowed by law and as provided in the Illinois Local Governmental Prompt Payment Act.

10. Should RECIPIENT fail or refuse, for any reason, to pay and make reimbursement to OMNI for services provided by OMNI to RECIPIENT and its students in the amounts, manner and at the times described herein in paragraphs 8 and 9, then this contract shall, at OMNI's sole option and election, be terminated and OMNI shall have no further or additional responsibility to RECIPIENT and its students to provide occupational, physical or speech therapy services, treatment, instruction and care. In order to terminate this contract under this provision, OMNI shall provide notice of intent to terminate to RECIPIENT at least 10 business days prior to the effective date of termination. If RECIPIENT has not cured the non-payment within that 10 business day period, the contract shall be deemed terminated. RECIPIENT shall pay OMNI all amounts due under this contract up to the effective date of termination.

11. a. OMNI expressly represents and warrants to RECIPIENT that OMNI is an independent contractor and that all Therapists and Assistants providing services hereunder are its employees who shall be delivering services based upon their professional skills and judgment, subject to RECIPIENT's workplace policies and procedures, and legally independent of any direction of RECIPIENT. OMNI warrants that it will maintain comprehensive general and professional liability insurance in amounts reasonably necessary to cover actions and/or injuries, which may be foreseeable considering the services to be performed hereunder. OMNI shall maintain during the term of this agreement, required worker's compensation for all personnel providing services to RECIPIENT that are employees of OMNI. RECIPIENT will promptly notify OMNI of any complaint or concern regarding services rendered pursuant to this Agreement.

b. OMNI Therapists and Assistants providing services hereunder will prepare and provide to RECIPIENT treatment records with progress notes and observations in accordance with the requirements of RECIPIENT. OMNI acknowledges that certain records and information regarding students is confidential, and subject to protection against disclosure in accordance with state and federal law, including but not limited to the Illinois School Student Records Act and the Family Educational Rights and Privacy Act ("FERPA"). OMNI and its Therapists and Assistants shall comply with these laws with respect to records prepared and maintained relating to the services provided by OMNI under this agreement.

c. OMNI Therapists and Assistants providing services hereunder shall be subject to any RECIPIENT requirements regarding criminal history records check in accordance with the Illinois School Code, 105 ILCS 5/10-21.9, and requirements to present evidence of physical fitness to perform duties and freedom from communicable disease in accordance with the Illinois School Code, 105 ILCS 5/24-5. RECIPIENT reserves the right to request or seek replacement of any individual providing or proposed to provide services from OMNI under this Agreement. RECIPIENT will not exercise this right arbitrarily.

12. a. RECIPIENT agrees not to offer employment to, nor to employ, contract with, or otherwise solicit or utilize in any way, the professional services of any employee or contractor of OMNI who renders services on behalf of OMNI to RECIPIENT's students pursuant to this Agreement, during the period OMNI's employee or contractor is rendering services to RECIPIENT's students and for a two-year period after the last date OMNI's employee or contractor renders services.

b. Should RECIPIENT request additional therapy services from OMNI and request to interview or review any candidate that is represented by OMNI prior to official employment with OMNI, for the express purpose of providing services to RECIPIENT, RECIPIENT agrees not to offer direct employment to, nor to employ, contract with or otherwise solicit or utilize in any way, the professional services of any candidate presented to RECIPIENT by OMNI, for a two-year period after the introduction date between OMNI's candidate and RECIPIENT. This includes any service provision request to OMNI by RECIPIENT.

13. a. Should OMNI Therapists or Assistants depart any position throughout the term of this Agreement, RECIPIENT understands that the employees of OMNI are subject to a (30) day written notification of termination policy and that it is the employee's





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responsibility to dually notify and inform both OMNI and RECIPIENT of intended departure. Should this occur, OMNI and RECIPIENT shall schedule a phone conference within (3) business days of this notification in order to discuss RECIPIENT need and collaboratively proceed. OMNI will actively seek replacement of departing employee prior to the (30) day departure date. OMNI reserves the exclusive right to replace the departing Therapist or Assistant within the first (20) days after notification by its employee; during the final (10) days after notification from OMNI or its employee, RECIPIENT reserves the right to secure replacement of the departing Therapist or Assistant through OMNI or any other employment source.

b. Should RECIPIENT wish to replace any OMNI Therapist or Assistant throughout the duration of this Agreement, the same timeline applies: RECIPIENT shall inform OMNI in writing at least (30) days prior to termination, schedule a phone conference between RECIPIENT and OMNI within (3) business days, and allow OMNI (20) days to replace the departing Therapist or Assistant; during the final (10) days after notification from RECIPIENT, RECIPIENT reserves the right to secure replacement of the departing Therapist or Assistant through OMNI or any other employment source.

14. This Agreement is entered into and shall be construed and enforced in accordance with the laws of the State of Illinois. The parties hereby irrevocably consent and submit to jurisdiction in the Courts of the State of Illinois for any legal proceedings arising out of any breach of this contract. In the event either party to this agreement is required to utilize the courts to secure the benefits or protections in this agreement, the substantially prevailing party in any such proceeding shall be entitled to recover from the other party the reasonable costs incurred, including, but without limitation, a reasonable attorneys fee.

15. This Agreement may be executed simultaneously in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. All notices, requests, concerns and other communications shall be deemed to have been duly given if hand delivered or mailed, first class postage prepaid, (a) to RECIPIENT at that address of RECIPIENT'S place of business or at such address as RECIPIENT may have furnished to OMNI in writing, (b) to OMNI at the address of OMNI'S place of business or at such address as OMNI may have furnished to RECIPIENT in writing.

17. This contract shall continue and be in force through July 31, 2021, or the end of the school year, whichever comes first, unless otherwise extended by mutual agreement of the parties. However, either party may terminate this contract by delivering written notice to the other of the intention to terminate (30) days prior to said termination becoming effective.

**WITNESS the hands and seals of the parties hereto on the day and year previously set forth herein.**

**RECIPIENT:**

**OMNI THERAPEUTICS, INC., an IL Corp**

DISTRICT - 152

AGENT - \_\_\_\_\_

SIGNED: \_\_\_\_\_  
Authorized Agent and Officer

Billing  
Address: \_\_\_\_\_

Billing Email: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

JESSICA LOTAK, Executive Director  
OMNI THERAPEUTICS, INC.

OMNI ADMINISTRATIVE OFFICE  
Attn: Jessica Lotak

OMNI BILLING OFFICE  
510 Lake Sommerville Trail  
Georgetown, TX 78633

Date: May 7<sup>th</sup>, 2020