

AGREEMENT FOR SERVICES

This Agreement is made this 7th day of April 2015 by and between **Harvey School District 152** located at 16001 Lincoln Avenue, Harvey, Blue Island, Illinois and **Southwest Community Services**, an Illinois corporation, located at 6775 Prosperi Drive Tinley Park, IL 60477 ("SCS").

WHEREAS, **Harvey School District 152** has within its school population certain children who need physical and occupational therapy at various times during the school year.

WHEREAS, SCS is in the business of providing physical and occupational therapy and other rehabilitative services in the southern suburbs of Chicago;

WHEREAS, **Harvey School District 152** is interested in having SCS provide physical and occupational therapy to those children in its school population who need physical and occupational therapy;

WHEREAS, **Harvey School District 152** has agreed to retain SCS to provide the services and SCS has agreed to provide the services.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth below, **Harvey School District 152** and SCS agree as follows:

1. **Description of Services.** SCS agrees to provide the following services to **Harvey School District 152** and its students on an as needed basis:
 - a. Therapeutic exercise ("Direct Service") to those student identified by **Harvey School District 152** as being in need of said services.
 - b. SCS will develop and/or participate in school bases evaluations of students who are in need of physical and occupational therapy;
 - c. SCS will consult with **Harvey School District 152** personnel, teachers and parents to determine the need for adaptive equipment and adaptive programming for physical education classes, classroom activities and mobility for the subject students;
 - d. SCS will also work with **Harvey School District 152** personnel, teachers and parents in developing an Individualized Education Plan, which will determine the number of therapy sessions each student will require and a schedule for said sessions.

"To provide services that empower individuals with diverse disabilities to maximize their development and independence."

Developmental Training
"Opportunities Unlimited"
"TAP - Talents, Abilities, and Possibilities"

Employment Services
For adults with disabilities

Children and Adult Therapy
Individualized Rehabilitation Services
"STARS - Southwest Therapy and
Rehabilitation Services"
19015 Jodi Rd, Suite A
Mokena, IL 60448
708.478.1414 • Fax: 708.478.7786

Behavioral Health Services
"Community Enterprises"
For adults with a mental illness
Vocational Employment Training
"ThisAbilities Enterprises"
Janitorial, Landscape, Food Service,
Forklift, and Light Factory Training



2. **Payment for Services.** In consideration for the performance of the services set forth above, **Harvey School District 152** agrees to pay SCS according to the fee Agreement which is attached to this Agreement as Exhibit A and made a part hereof by this reference. **Harvey School District 152** agrees to remit payment with thirty (30) days following receipt of an invoice from SCS.
3. **Term/Termination.** This Agreement will commence on August 17, 2015, and will terminate on June 3, 2016. Either party may terminate this Agreement with thirty (30) days written notice. Any amounts due SCS at the time of termination shall be paid to SCS within (10) days of the notice of termination or receipt of a final invoice.
4. **Confidentiality.** SCS and its employees, agents, or representatives will not at any time or any manner, either directly or indirectly use for the personal benefit of SCS or divulge, disclose, or communicate in any manner any information that is confidential or proprietary to **Harvey School District 152** and its employees, agents and representatives and will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.
5. **Benefit and Assignability.** This Agreement shall be binding upon and inure to the benefit of and upon any person, firm or corporation with which SCS may be merged, consolidated or which may require all of its assets through sale, liquidation or otherwise, SCS may likewise sign this Agreement to any other entity created by SCS and this Agreement shall inure to the benefit of and shall be binding upon such entity. The rights and benefits of **Harvey School District 152** under this Agreement are not subject to assignment or transfer by **Harvey School District 152**.
6. **Representations and Warranties.** SCS, represents and warrants that it shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards of practices of Physical and Occupational Therapy and will provide a standard of care equal to or superior to care used by service providers similar to SCS on similar projects.
7. **Severability of Agreement Provisions.** If any provision in this Agreement is illegal and unenforceable in whole or in part, the remainder of this Agreement shall remain in force to the extent permitted by law.
8. **Applicable Law.** This Agreement is being executed and delivered and is intended to be performed primarily in the State of Illinois and shall be construed and enforced in accordance with the internal laws of Illinois.
9. **Termination of Prior Agreements.** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written concerning subject matter hereunder. This Agreement supersedes any prior written or oral agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

HARVEY SCHOOL DISTRICT 152

By _____
Dr. Sophia Jones- Redmond

Date _____

Its: Agent

SOUTHWEST COMMUNITY SERVICES

By  _____
LeAn Taylor, Executive Director

Date 4.6-15

Its: Agent

EXHIBIT A

SCS Fee Schedule

Below is our fee schedule and summary of services to be provided.

Physical Therapy	\$80.00/hourly
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Services to be provided include:

- Direct service provision
- Participation in school based education of facility
- Evaluation
- Participation in student's eligibility, re-evaluation and IEP meetings

EXHIBIT B

SCS Fee Schedule

Below is our fee schedule and summary of services to be provided.

Occupational Therapy	\$80.00/hourly
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Services to be provided include:

- Direct service provision
- Participation in school based education of facility
- Evaluation
- Participation in student's eligibility, re-evaluation and IEP meetings