



**AUDIOLOGY SERVICES CONTRACT
BETWEEN THE CLEVELAND HEARING AND SPEECH CENTER AND THE
BRECKSVILLE/BROADVIEW HEIGHTS SCHOOL DISTRICT BOARD
OF EDUCATION**

This Agreement is made on **March 17, 2017**, between the Brecksville/Broadview Heights School District Board of Education ("School District"), an Ohio governmental subdivision, located at 6638 Mill Road, Brecksville 44147, Ohio and The Cleveland Hearing and Speech Center ("Provider"), an Ohio nonprofit corporation, located at 11635 Euclid Avenue, Cleveland, Ohio 44106.

WHEREAS, the School District is in need of audiology services for its students; and

WHEREAS, the Provider is in the business of providing such services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, it is agreed as follows:

DESCRIPTION OF SERVICES

The Provider agrees to provide audiology services each week that students are in attendance during the regular school calendar year. Other days of consultation prior to and/or after the student school year may also be provided as agreed upon by the parties. The days of consultation will be scheduled in consideration of a time that is convenient to the School District, or its employees and agents.

The Provider will assign the same audiologist to provide services under this Agreement. However, a substitute audiologist may be selected by the Provider in the event the assigned audiologist is not available.

The audiology services provided may consist of classroom observation, consultation with staff, assistance with Individualized Education Plan ("IEP") formulation, attendance at IEP meetings, hearing screenings, auditory processing evaluations, audiologic evaluations, selection and troubleshooting of equipment, and aural rehabilitation. Some services require special instrumentation and must be completed at the Provider's Broadview Heights office located at:

**7000 Town Centre Drive, Suite 200
Broadview Heights, Ohio 44147
440-838-1477**

The Provider's attendance at mediation shall be included as a support service provided by this contract at no additional charge.

The parties acknowledge that in addition to the above-mentioned services, the following services may be requested at the rates listed below and on the basis specified herein:

- a. Half-day or day-long workshop or in-service training for School District's staff or other designated individuals at the rate of **\$99.00 (ninety-nine dollars) per hour**.
- b. The educational audiology services of Ruth Clark, M.A., CCC-A are available to contracted districts at the rate of **\$99.00 (ninety-nine dollars) per hour**.
- c. Due process hearings—Preparation of testimony at a due process hearing and testimony at a hearing shall be billed at the consultant's billing rate of **\$99.00 per hour**.
- d. Additional consultant days may be requested at the rate of **\$594.00 per day (6-hour period)**.

TERM OF AGREEMENT

This Agreement shall be effective **August 1, 2017 and continue until June 30, 2019**, or until earlier terminated by either party upon providing at least 30 days prior written notice to the other.

PRICING AND PAYMENT TERMS

The School District agrees to pay the Provider at the rate of **\$99.00 (ninety-nine dollars) per billable hour** for audiology services. Services will be billed at **\$594.00 for each date of service (6 hours per day)**.

The maximum billable amount per school year during the contract period is \$20,000 (approximately 33 days per school year).

The Provider will present an invoice to the School District each month for the prior month's services. Interest at the rate of 1 ½ percent per month will accrue on balances not paid within 30 days.

MUTUAL COOPERATION

The parties agree to fully cooperate in the development of policies and procedures that are necessary to facilitate the provision of services contemplated under this Agreement.

REPORTING AND RECORDS

The Provider shall submit required reports in accordance with guidelines set forth by the School District. Reports will be the property of the School District.

The Provider shall maintain such records and accounts as are deemed necessary by the School District. These records will be made available upon demand by the School District or its agents, the Comptroller General of the United States, the Auditor of the State of Ohio, or their authorized representatives, and will be retained until permission to destroy them is granted by the School District.

PUBLIC EMPLOYEE RETIREMENT SYSTEMS

The School District is responsible for determining the potential required eligibility for the Provider's employees and/or subcontractors that provide services to the School District under this Agreement in any of Ohio's public employee retirement systems (STRS, SERS, PERS, etc.). The School District will notify the Provider of any such eligibility.

The quoted pricing in this Agreement includes neither the employer's nor the employee's portion of potential public employee retirement system contributions that may be required with respect to services performed under this Agreement. The School District agrees to be financially responsible for both employer and employee contributions to any public employee retirement system if any liability for such contributions exists. The amount of any contributions that the Provider makes to any public employee retirement system on behalf of its employees or subcontractors with respect to services performed under this Agreement will be billed back to the School District and shall be reimbursed by the School District to the Provider. These reimbursements will be in addition to any pricing caps described elsewhere in this Agreement.

LIABILITY

The Provider agrees to defend, indemnify, and hold the School District harmless from and against all loss, cost, damage, liability, debt, or expense including attorney fees, auditing and accounting fees resulting from or in any way connected with the services which are subject of this Agreement, irrespective of the cause or causes of the loss, cost damage, liability or expense.

INSURANCE

Both parties maintain such professional and general liability insurance as is customary for the

type and scope of services provided by their respective organizations. Certificates evidencing such insurance coverage shall be provided upon request.

NON-SOLICITATION BY SCHOOL DISTRICT

The School District agrees that it will neither solicit directly nor respond to the solicitation from any employee or subcontractor of the Provider, or any former employee or subcontractor of the Provider who has performed audiology services for the School District under this Agreement, to perform audiology services directly for its students during the term of this Agreement and the six-month period following the termination of this Agreement.

STATUS OF PROVIDER

The status of the Provider under this Agreement is that of an independent contractor of the School District and not that of a subrecipient of federal funds.

CIVIL RIGHTS

The Provider agrees that they will comply with Titles VI and VII of the Civil Rights Act of 1964 (P.L. 83-352), as amended.

No otherwise qualified person with disabilities shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits, or be subjected to discrimination under any program or activity under this Agreement pursuant to 504 of the Rehabilitation Act of 1973 (P.L. 93-112, 45 CFR 10212, et seq.) and the Americans with Disabilities Act (29 U.S.C. Section 701, et seq.), as amended.

The Provider agrees that it will comply with the Age Discrimination in Employment Act of 1987, as amended (29 U.S.C. 621 et seq.).

VIOLATIONS

The School District's undertakings set forth in this Agreement are contingent upon and subject to the Provider's explicit observance and adherence to the applicable law and regulations: Title 42 of the United States Code, as amended, Title 45 of the Code of Federal Regulations, and any other applicable statutes or regulations, federal or state, including but not limited to the policies of the applicable federal and state agencies. The Provider acknowledges that the School District shall, at its option, have the right to terminate or reduce its (the School District's) participation in all or any portion of this Agreement in the event of Provider's violation of applicable law and/or any provisions of this Agreement.

CONFLICT OF INTEREST

It is agreed between the parties that the Provider will adhere to any and all policies regarding conflicts of interest currently enforced by its Board of Directors.

MISCELLANEOUS

This Agreement is governed under the laws of the State of Ohio.

This Agreement is not assignable without written consent of both parties.

In the event any term or provision of this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such defect shall not affect any other provisions of this Agreement. The parties agree to carry out the spirit of the term or provision declared invalid, illegal, or unenforceable to the extent permitted by law.

This Agreement embodies the entire agreement between the parties with respect to its subject matter. There are no promises, terms, conditions, or obligations other than those contained in this written contract; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties.

(Continued on next page.)

Agreed to by:

Name _____ Date _____
Board Representative
Brecksville/Broadview Heights School District Board of Education

Jennell Vick, Ph.D. Date _____
Executive Director
The Cleveland Hearing & Speech Center