

Service Agreement

This agreement is made and entered into for the period commencing on August 1, 2026, and ending on June 30, 2027, by and between Cardinal Rehab LLC (hereinafter "Contractor"), with its principal place of business located at 24 Hillside Drive, Millersburg, Ohio 44654, and Bucyrus City School District (hereinafter "Agency"), located at 170 Plymouth Street, Bucyrus, OH 44820-1627.

WITNESSETH

WHEREAS: Contractor is to provide Certified Orientation and Mobility Services and Teacher of Students with Visual Impairment as determined by and within this Agency; and

WHEREAS: Agency is seeking this Contractor to be a provider of Certified Orientation and Mobility Services and support services to its students and staff; and

WHEREAS: Agency and Contractor are desirous of providing a full statement of their respective rights, obligations, and duties in connection with services provided to Agency students outlined in this agreement.

NOW, HERETOFORE, the parties hereto agree as follows:

SECTION 1 – STATUS OF THE PARTIES

In providing services under this Agreement, Contractor and its employees will always act as independent contractors and not as employees of the Agency, which shall exercise neither control nor direct the methods by which Contractor performs services rendered. However, Contractor will make reasonable efforts to accommodate the requests provided by the Agency.

SECTION 2 – SERVICES TO BE PROVIDED

A. Contractor agrees to provide Orientation and Mobility Services and those allowable under Ohio's MSP laws to such Agency students as determined by documented need, referral, and according to the established Evaluation Team Report (ETR)/Individualized Education Plan (IEP).

B. Contractor shall, for each student, keep a record of the Certified Orientation and Mobility Services provided and the necessary documentation for invoicing and compliance, strictly in accordance with the written protocols provided by the Agency pursuant to Section 2.J. The scope of the Contractor's documentation responsibility under this subsection is limited to the direct provision of services; the Agency retains responsibility for maintaining the student's overall performance records, progress reports, and all other required student documentation.

C. Contractor agrees to engage in necessary supportive activities related to the direct provision of services, including but not limited to: travel time incurred to service location, collaboration, planning and preparation for sessions, participation in meetings, ensuring compliance with all required standards, and completing required training.

D. Contractor shall endeavor to perform the services described within a reasonable and acceptable time frame according to Agency standards and Ohio Law. If unable to perform, Contractor will notify Agency of the reason why they cannot perform services within a reasonable time frame to avoid a lapse in service delivery.

E. Contractor shall not be required or obligated to perform any services hereunder if Contractor is prevented from performing such services because of illness, injury, or other cause beyond control of the Contractor.

F. Contractor shall keep all records confidential as required by state and federal law including

following HIPAA guidelines. Agency shall provide Contractor with any relevant documentation or specifications as applied to the services being performed.

G. Contractor shall, when requested by an Agency authorized representative, participate with other personnel employed by Agency in meetings, participate in performance improvement activities, schedule sessions according to Agency scheduling practices and timeframes within reason, and participate in discussions with Agency staff for the purpose of planning and evaluating students in individual cases so that therapy is coordinated and in accordance with the Evaluation Team Report (ETR) and Individualized Education Plan (IEP).

H. Contractor shall perform services on an as-needed basis and shall have the right to schedule treatments consistent with the students' Evaluation Team Report (ETR) and Individualized Education Plan (IEP).

I. Contractor will obtain copies of appropriate licensures and certifications, background checks, and any other requirements requested by Agency as needed from all Contractor employees. Agency retains the right of approval and acceptance of employees utilized by the Contractor.

J. The Agency shall be responsible for providing the Contractor with its specific protocols, standards, and requirements:

- i. The official documentation process for services rendered;
- ii. The required supporting documentation necessary for Contractor invoicing; and
- iii. The Agency's safety and facility access policies applicable to the Contractor's Personnel upon commencement of services.

SECTION 3 – FEE FOR SERVICES

In consideration of the services provided hereunder, Contractor shall be compensated by Agency as follows:

A. Delivery of Certified Orientation & Mobility Services: \$95.00/hr.

B. Delivery of Teacher of Students with Visual Impairment Services: \$95.00/hr.

C. Mileage Reimbursement: Aligns with the current IRS mileage reimbursement rate, which may be subject to increase based on IRS announcements.

Such payment shall be made by Agency to Contractor within 15 days of receipt of invoice. Invoicing will be completed and sent to the Agency along with respective paperwork as needed monthly.

SECTION 4 – INSURANCE

Contractor shall procure and maintain, at its own expense, Professional Liability Insurance and Commercial General Liability Insurance, in the amount of \$1,000,000 per occurrence / \$3,000,000 aggregate. The Contractor shall ensure its employees are appropriately covered by professional liability insurance. Upon request, Contractor will provide a Certificate of Insurance evidencing such coverage.

SECTION 5 – STANDARD OF PERFORMANCE

A. Contractor will provide services under this Agreement according to documented needs by the educational team, and as outlined by the ETR/IEP in place.

B. Services provided under this Agreement shall be performed in accordance with the standard of skill, ethics, and practice required of persons providing such services in the State of Ohio, and

consistent with the Contractor's operational guidelines provided to the Agency upon commencement of services, and Contractor will at all times comply with all laws and regulations governing the provision of such services including, but not limited to, licensing and educational requirements, ethical determination of services and need, improved access to the curriculum, and improved function within the school and classroom environments. For services subject to reimbursement through the Ohio Department of Medicaid School Program (MSP), the Contractor explicitly warrants that all rendering practitioners are "qualified practitioners" as required by Ohio law and shall maintain the necessary documentation, including active Medicaid provider agreements with the Ohio Department of Medicaid (ODM), current National Provider Identifier (NPI) numbers for all referring/ordering and rendering practitioners, and a completed W-9 containing its Employer Identification Number (EIN), signature, and date, as required for MSP eligibility.

SECTION 6 – TERMS

The terms of this Agreement shall commence on August 1, 2026, and shall continue until June 30, 2027. Either party may unilaterally terminate this Agreement without cause by giving the other party at least thirty (30) days written notice of its desire to terminate. Such termination shall be without further liability to the parties, hereto except as provided in Section 3.

SECTION 7 – SERVICE DELIVERY AND QUALITY

A. The Contractor will work to meet expectations outlined by the Agency within a reasonable and timely manner. Services can/will be rendered via in-person and/or via teletherapy visits in a virtual setting.

B. A representative from this Contractor will meet with the Special Services Coordinator for the Agency on a minimum of a quarterly basis to review services delivered, assess the efficiency of service related to the Agency budget, and review potential needs in an effort to assure continuity and quality of services for the students of the Agency being served.

SECTION 8 – CONFIDENTIALITY AND COMPLIANCE WITH HIPAA AND FERPA

A. This Section satisfies the requirements for a Business Associate Agreement (BAA) under the Health Information Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, and the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations. The Contractor acknowledges that in performing services, it will create, receive, maintain, or transmit Protected Health Information (PHI) and student Educational Records, and agrees to comply with all applicable standards of HIPAA, HITECH, and FERPA in the performance of this contract, including the requirements of 45 CFR 164.504 (e)(1) for safeguarding and limiting access to information concerning beneficiaries.

B. The Contractor is permitted to use or disclose PHI and student Educational Records only as necessary to perform the services outlined in this Agreement (including providing Certified Orientation and Mobility Services and support services) or as required by law. Specifically:

- i. Services: Contractor may use and disclose PHI and Educational Records to provide the services described in Section 2, consistent with the student's Evaluation Team Report (ETR) and Individualized Education Plan (IEP).
- ii. Contractor's Operations: Contractor may use PHI for the proper management and

administration of the Contractor or to fulfill its legal responsibilities, provided such uses and disclosures are permitted under HIPAA.

C. The Contractor (Business Associate) agrees to:

- i. Not use or disclose PHI or Educational Records other than as permitted or required by this Agreement or as required by law.
- ii. Implement appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI and Educational Records, and to prevent the use or disclosure of such information not provided for by this Agreement.
- iii. Report to the Agency any use or disclosure of PHI or Educational Records not provided for by this Agreement of which it becomes aware, including breaches of unsecured PHI, immediately following discovery.
- iv. Ensure that any of its employees or agents that create, receive, maintain, or transmit PHI or Educational Records on behalf of the Contractor agree to the same restrictions and conditions that apply to the Contractor with respect to such information.
- v. Make available PHI to the Agency, or the individual who is the subject of the PHI, as necessary to satisfy the Agency's obligations under HIPAA for the right of access, amendment, and accounting of disclosures. The Contractor shall not disclose Educational Records except as permitted by the Agency and in compliance with FERPA.
- vi. To the extent the Contractor is to carry out one or more of the Agency's obligations under HIPAA or FERPA, the Contractor shall comply with the requirements of those acts that apply to the Agency in performing that obligation.

D. Upon termination of this Agreement, the Contractor shall return or destroy all PHI and Educational Records received from, or created or received by the Contractor on behalf of the Agency, and retain no copies of the information. If such return or destruction is infeasible, the Contractor shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction infeasible.

SECTION 9 – FEDERAL AND STATE COMPLIANCE FOR MEDICAID SCHOOL PROGRAM (MSP)

A. Suspension and Debarment Clause: The Contractor warrants that neither it nor any of its principals or employees are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

B. Access to Records: Contractor will allow representatives of the U.S. Department of Human Services, ODM, ODE, or their respective designee access to the Contractor's books, documents, and records related to services provided under this Agreement.

C. Liability for Paybacks: The parties agree that liability for MSP audit findings, denials, or paybacks shall be allocated based upon the party responsible for the non-compliant action or omission. The Contractor's financial liability for paybacks shall be strictly limited to findings resulting from:

- (i) the Contractor's failure to maintain provider qualifications as required by Section 5.B, or
- (ii) the verifiable omission of a required service note related to services rendered by the Contractor. All other MSP audit findings shall be the financial responsibility of the Agency.

SECTION 10 – INDEMNIFICATION

The Contractor agrees to indemnify, defend, and hold harmless the Agency from any and all claims, losses, liabilities, costs, and expenses (including reasonable attorney's fees) resulting from any negligent or wrongful act or omission of the Contractor or its employees in the performance of this Agreement, provided, however, that the Contractor shall have no obligation to indemnify the Agency against any claim, loss, or expense arising out of or resulting from the Agency's breach of its own obligations or duties under this Agreement. Similarly, the Agency agrees to indemnify, defend, and hold harmless the Contractor from any and all claims, losses, liabilities, costs, and expenses (including reasonable attorney's fees) resulting from any negligent or wrongful act or omission of the Agency or its employees in the operation of the Agency.

SECTION 11 – FORCE MAJEURE

Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure is caused by an act of God, war, hostilities, strike, labor dispute, earthquake, flood, governmental regulations, disaster, or other similar cause beyond the reasonable control of the party failing to perform. The party relying on this provision shall notify the other party within seven (7) days of the event.

SECTION 12 – NON-SOLICITATION

Agency agrees to abide by a non-solicitation agreement between Agency and Contractor ensuring that the Agency will not offer employment (direct or contracted) while this contract between Agency and Contractor is binding, and for a period of 12 months following the termination of this contract.

SECTION 13 – SUCCESSORS IN INTEREST

This Agreement shall be binding upon, and inure to the benefit of, the successors in interest and assigns of the parties. Agency may not assign this Agreement without the written approval of the Contractor.

SECTION 14 – DISPUTE RESOLUTION

A. Informal Resolution: The parties agree to first attempt to resolve any dispute, controversy, or claim arising out of or relating to this Agreement through good faith negotiation between the authorized representatives of the Agency and the Contractor.

B. Mandatory Mediation: If the dispute cannot be resolved within sixty (60) days through negotiation, the parties agree to submit the dispute to non-binding mediation with a mutually agreed-upon mediator. Mediation shall take place in Ohio.

C. Cost of Mediation: The parties shall share equally the cost of the mediator and administrative fees, and each party shall bear its own expenses, including attorney's fees, incurred in connection with the mediation.

D. Litigation: If the dispute is not resolved within thirty (30) days following the submission to mediation, or a party fails to participate in the mediation, either party may then pursue all available legal and equitable remedies, including litigation in a court of competent jurisdiction.

SECTION 15 – ENTIRE AGREEMENT AND AMENDMENTS

This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, representations, and understandings, oral or written. No modifications or amendments to this Agreement shall be valid unless made in writing and signed by both parties.

SECTION 16 – CONSTRUCTION AND GOVERNING LAW

This agreement shall be construed in accordance with the laws of the State of Ohio. In the event that any provision hereof shall be legally unenforceable, the other provisions shall nevertheless remain in effect.

SECTION 17 – NOTICE

Any notice required or permitted to be given under this Agreement shall be deemed given if sent certified mail or return receipt requested, to the other party at the addresses listed on page one (or to such other address as a party shall give the other from time to time).

IN WITNESS WHEREOF: The parties have executed this agreement in two (2) counterparts, each of which shall be deemed an original, on the date first above written.

Contractor Authorized Representative

(Printed)

(Signature/Title)

(Date)

Agency Authorized Representative

(Printed)

(Signature/Title)

(Date)