



**KidsLink**  
Neurobehavioral Center

KidsLink Neurobehavioral Center  
2132 Case Parkway North, Suite A  
Twinsburg, OH 44087  
Phone: 330-963-8600  
Fax: 330-963-8680  
[www.kidslinkohio.com](http://www.kidslinkohio.com)

## **KIDSLINK SCHOOL DISTRICT CONTRACT**

### **RECITALS**

This Placement Contract (hereinafter "Agreement ") is made by and between the KidsLink School, LLC and Brecksville – Broadview Heights City School District (hereinafter "BBHCSD"). Both parties enter into this Agreement for the purpose of meeting the educational needs and providing the necessary services of the Individual Educational Plans of the student identified in section 3 below.

WHEREAS, BBHCSD agrees to purchase therapeutic services (hereinafter "placement") from KidsLink School for the above mentioned student.

WHEREAS, KidsLink School is qualified and willing to provide services to the students.

### **AGREEMENT**

#### **Services:**

The BBHCSD's team responsibility is to evaluate and provide the most up to date "ETR" and "IEP" prior to placement of the student. The district may contract with KidsLink School separately in order to assist with the assessment and comprehensive evaluation for an additional fee. Upon placement of the student, the district will continue to be responsible for the three year comprehensive "ETR" assessment.

KidsLink School shall provide a placement for the student to include individual weekly therapy in the areas of academics and behavior management. The above services, being presented in an individualized education program "IEP" are the sole responsibility to be developed as well as implemented by KidsLink School. Excluded are any other services not mentioned in this contract.

Upon placement of the student, the student and their family will operate under the KidsLink School policies and practices which include a heavy emphasis on behavior management.

**Communication:**

As part of KidsLink School's primary obligation to provide the most appropriate education to the student, communication between the family and KidsLink School is very important.

KidsLink School will be providing the family with daily communication notes, as well as quarterly reports pertaining to the progress of the child in his education. The family and the district may also request communication via email and phone calls at the discretion of the KidsLink School Staff. Observations of the classroom may be requested by the family and school district on a monthly basis (1 hour in length). The time and date of observations are at the discretion of the KidsLink School Staff. Additional home visits may be requested quarterly by the family.

**Term:** Placement shall begin July 15, 2013 and end August 16, 2013. Dates of services are identified by the adopted KidsLink School Calendar reflecting 190 days of services in the school year from 9/4/12 to 8/30/13. At any time, should either party under this agreement be dissatisfied with any services rendered, they have the right to withdraw from the agreement providing they submit a thirty (30) day notice.

**Program Staffing:** KidsLink School reserves the right to determine the appropriate and suitable staffing personnel for the child. Any staff changes are at KidsLink's sole discretion and determination and without prior notice of any changes or decisions.

There can be no guarantees pertaining to the integrity or outcomes of services. KidsLink School cannot guarantee the effectiveness of the outcomes of the programming implemented, but will be sure to provide quarterly documentation of progress for review.

**INDEMNIFICATION:**

Provider will defend, indemnify and hold the Board, its current and former employees, agents, officers, administrators and each of them, harmless from any and all claims, liabilities, actions, suits, damages and/or losses of whatsoever nature sustained and/or incurred by the Board in connection with the provision of services under this Agreement, including but not limited to such claims, liabilities, actions, suits, damages and/or losses resulting from actions taken by and care given by Provider in providing the services under this Agreement, as well as any losses, costs and attorney's fees incurred in responding to any such claims arising from or connected with the provision of services under this Agreement. Provider will carry liability insurance.

**Compensation:** Per diem rate is \$362.10 :

- 5 hours of service in June	= \$150.00
11 service dates in July	= \$3,983.10
9 service dates in Aug	= \$3,258.90
<b>Total cost</b>	<b>= \$7,392.00</b>

Which will be billed in (2) installments. 1<sup>st</sup> installment will be sent in June in the amount of \$4,133.10. 2<sup>nd</sup> invoice billed in August in the amount of \$3,258.90.

All checks shall be made payable to KidsLink School, LLC and be addressed to 2132 Case Parkway North, Suite C. Twinsburg, Ohio 44087

**Termination.** Either party may terminate this Agreement at any time with 30 days written notice. Payment prior to services being provided is not a guarantee that this contract will continue or cannot be terminated. Upon termination, a final billing or refund will be processed based on the actual weeks of services provided.

**Drafting of Agreement.** Both parties contributed equally in the drafting of the Agreement.

**Entire Agreement.** This Agreement contains the entire agreement between both parties. Any and all amendments to this Agreement must be made in writing and signed by the two parties. The terms of any agreement between KidsLink and another party supersedes any other agreement that the other party has entered into with any other party.

**Governing Law.** This Agreement is made in Summit County Ohio and shall be governed by the laws of Ohio.

\_\_\_\_\_  
KidsLink School, LLC – DIRECTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
The Brecksville- Broadview Heights City School District  
By:

\_\_\_\_\_  
Date



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## KIDSLINK SCHOOL DISTRICT CONTRACT

### RECITALS

This Placement Contract (hereinafter "Agreement") is made by and between the KidsLink School, LLC and Brecksville – Broadview Heights City School District (hereinafter "BBHCSO"). Both parties enter into this Agreement for the purpose of meeting the educational needs and providing the necessary services of the Individual Educational Plans of the student identified in section 3 below.

WHEREAS, BBHCSO agrees to purchase therapeutic services (hereinafter "placement") from KidsLink School for the above mentioned student.

WHEREAS, KidsLink School is qualified and willing to provide services to the students.

### AGREEMENT

#### Services:

The BBHCSO's team responsibility is to evaluate and provide the most up to date "ETR" and "IEP" prior to placement of the student. The district may contract with KidsLink School separately in order to assist with the assessment and comprehensive evaluation for an additional fee. Upon placement of the student, the district will continue to be responsible for the three year comprehensive "ETR" assessment.

KidsLink School shall provide a placement for the student to include individual weekly therapy in the areas of academics and behavior management. The above services, being presented in an individualized education program "IEP" are the sole responsibility to be developed as well as implemented by KidsLink School. Excluded are any other services not mentioned in this contract.

Upon placement of the student, the student and their family will operate under the KidsLink School policies and practices which include a heavy emphasis on behavior management.

**Communication:**

As part of KidsLink School's primary obligation to provide the most appropriate education to the student, communication between the family and KidsLink School is very important.

KidsLink School will be providing the family with daily communication notes, as well as quarterly reports pertaining to the progress of the child in his education. The family and the district may also request communication via email and phone calls at the discretion of the KidsLink School Staff. Observations of the classroom may be requested by the family and school district on a monthly basis (1 hour in length). The time and date of observations are at the discretion of the KidsLink School Staff. Additional home visits may be requested quarterly by the family.

**Term:** Placement shall begin September 1, 2013 and end August 30, 2014. Dates of services are identified by the adopted KidsLink School Calendar reflecting 190 days of services in the school year from 9/1/13 to 8/29/14. At any time, should either party under this agreement be dissatisfied with any services rendered, they have the right to withdraw from the agreement providing they submit a thirty (30) day notice.

**Program Staffing:** KidsLink School reserves the right to determine the appropriate and suitable staffing personnel for the child. Any staff changes are at KidsLink's sole discretion and determination and without prior notice of any changes or decisions.

There can be no guarantees pertaining to the integrity or outcomes of services. KidsLink School cannot guarantee the effectiveness of the outcomes of the programming implemented, but will be sure to provide quarterly documentation of progress for review.

**INDEMNIFICATION:**

Provider will defend, indemnify and hold the Board, its current and former employees, agents, officers, administrators and each of them, harmless from any and all claims, liabilities, actions, suits, damages and/or losses of whatsoever nature sustained and/or incurred by the Board in connection with the provision of services under this Agreement, including but not limited to such claims, liabilities, actions, suits, damages and/or losses resulting from actions taken by and care given by Provider in providing the services under this Agreement, as well as any losses, costs and attorneys fees incurred in responding to any such claims arising from or connected with the provision of services under this Agreement. Provider will carry liability insurance.

**Compensation:** The total amount per student is as follows:

**- \$68,800.00/year**  
**\$5,733.33 per month**

Which will be billed in (12) installments of \$5,733.33 beginning September 1, 2013. Invoices will be sent on the 1<sup>st</sup> of each month with payment due by the 15<sup>th</sup> of the same month. The final bill for this contract will be May 1<sup>st</sup> of 2014.

All checks shall be made payable to KidsLink School, LLC and be addressed to 2132 Case Parkway North, Suite C. Twinsburg, Ohio 44087

**Termination.** Either party may terminate this Agreement at any time with 30 days written notice. Payment prior to services being provided is not a guarantee that this contract will continue or cannot be terminated. Upon termination, a final billing or refund will be processed based on the actual weeks of services provided.

**Drafting of Agreement.** Both parties contributed equally in the drafting of the Agreement.

**Entire Agreement.** This Agreement contains the entire agreement between both parties. Any and all amendments to this Agreement must be made in writing and signed by the two parties. The terms of any agreement between KidsLink and another party supersedes any other agreement that the other party has entered into with any other party.

**Governing Law.** This Agreement is made in Summit County Ohio and shall be governed by the laws of Ohio.

\_\_\_\_\_  
KidsLink School, LLC – DIRECTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
The Brecksville- Broadview Heights City School District  
By:

\_\_\_\_\_  
Date