

Contract #: _____

EC Independent Contractor Agreement

This Agreement is entered into between **Children-N-Motion, Inc.** hereinafter referred to as "the VENDOR", and Cleveland County Schools, hereinafter referred to as "CCS."

WITNESSETH:

- WHEREAS, the VENDOR is duly qualified to practice physical therapy in the state of North Carolina;
 - WHEREAS, CCS is in need of physical therapy services for eligible EC students; and
 - WHEREAS, the VENDOR and BOARD desire to enter into a service agreement whereby the VENDOR shall furnish the following:
1. The VENDOR shall provide physical therapy services to eligible EC students in the Cleveland County Schools to which the Vendor has been assigned. The Director of Exceptional Children (or her designee) and the Vendor will agree upon a schedule of days, hours and locations for services performed under this agreement prior to the beginning of the school year.

The term of this Agreement shall commence on August 16, 2012 and expire on June 12, 2013 unless sooner terminated as hereinafter provided. Services provided by the VENDOR and authorized by Cleveland County Schools shall be compensated at _____ per hour not to exceed 500 hours.

The vendor will maintain a student schedule including the hours of service and listing EC students served. A monthly invoice of services rendered by the VENDOR shall be submitted to Cleveland County Schools by the 5th day of the month. Upon verification of the services, Cleveland County Schools will make payments to the VENDOR within thirty (30) days from the date of receipt of the VENDOR's statement. Invoices should be mailed to:

Betty Jean Blanton
315 Patton Drive
Shelby, NC 28150

EC Director: _____
Vendor: _____

Date: 6-7-2012
Date: 6-6-2012

Address: _____
Telephone: _____ Cell: _____ Email: _____
Tax ID #: _____

CONTRACT TERMS AND CONDITIONS

1. **Liability Insurance.** During the term of this Agreement, the VENDOR shall maintain public liability and malpractice insurance. As evidence of such insurance coverage, the VENDOR shall furnish Cleveland County Schools with a Certificate of Insurance prior to commencing Services under this Agreement.
2. **Ethics.** The VENDOR will provide services consistent with the highest degree of care, and its employees shall comply with all medical and ethical requirements imposed by Cleveland County Schools or any other applicable regulatory agency, and shall comply with requirements of the Cleveland County Schools pertaining to EC students.
3. **Professional Licensure.** The VENDOR shall provide the BOARD with copies of their professional licenses and maintain up-to-date licensure and/or certification as required by the applicable North Carolina licensing agency.
4. **Medicaid.** If the Vendor is eligible to bill for Medicaid services then the VENDOR will provide all necessary documentation required by Cleveland County Schools relating to Medicaid reimbursement for services provided under the terms of this Agreement.
5. **Conflict Resolution.** The VENDOR and the Superintendent of Schools or his/her designee, shall attempt to resolve any questions or disagreements arising out of the administration or performance of this Agreement before any litigation is instituted.
6. **Employer-Employee Relationship.** The relationship between the Cleveland County Schools and the VENDOR, its employees and agents, shall be that of an independent contractor, and not that of employer/employee.
7. **Contract Residency.** It is agreed between the parties hereto that the place of this contract, its situs and forum, will be Cleveland County, North Carolina, and in said county and state will all matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of this contract, be determined. North Carolina law will govern the interpretation and construction of this contract.
8. **Project Coordinator.** The Director of Exceptional Children shall be responsible for ensuring Vendor conformance with the terms, conditions, performance specifications as set forth in this contract, and an evaluation of the Vendor's performance.
9. **Right of Termination.** Cleveland County Schools may terminate this agreement at any time at its complete discretion by thirty days written notice from Cleveland County Schools to the Vendor. In that event, all finished or unfinished documents and other materials shall, at the option of Cleveland County Schools, become its property. Likewise the Vendor may terminate this agreement at any time at their complete discretion by thirty days written notice from the Vendor to Cleveland County Schools.
10. **Method of Payment.** The Vendor will submit an invoice or invoices according to the payment schedule set forth in this agreement. Invoices should be billed to the Department of Exceptional Children, Cleveland County Schools but directed to the Director of Exceptional Children, as identified herein, for approval of payment.
11. **Contract Funding.** It is understood and agreed between the Vendor and Cleveland County Schools that the payment of compensation specified in this agreement, its continuation or any renewal or extension thereof, is dependent upon and subject to the appropriation of funds to, and allocation by Cleveland County Schools for the purpose set forth in this contract. Should such funds not be appropriated or allocated, this contract shall immediately be terminated. Cleveland County Schools shall not be liable to Vendor for damages of any kind (general, special or consequential) as a result of such termination.
12. **Key Personnel.** The Vendor shall not substitute for key personnel assigned to the performance of this contract without prior written approval from the Director of Exceptional Children. Key personnel are defined as those individuals named, either by title or by individual name, in this agreement.

13. **Right to Access to Persons and Records for Audit.** Cleveland County Schools and Cleveland County Schools' internal auditors shall have access to persons and records to conduct audits of the Vendor's performance of this contract, including access to verify accounts and data affecting fees or performance, both during the period of this contract and for three years after completion hereof. The Vendor agrees to maintain all pertinent documents and records relating to this contract for said period of time following completion of the contract period.
14. **Contract Modifications.** This contract may be amended only by written amendments duly executed by and between Cleveland County Schools and the Vendor. However, to take advantage of unforeseen opportunities the Director of Exceptional Children may make minor modifications that (a) do not change the intent of the contract or the scope of the Vendor's performance; (b) do not increase the Vendor's total compensation or method of payment; and (c) either improve the overall quality of the product or service to the State without increasing the cost, or reduce the total cost of the product or service without reducing the quantity or quality. All such minor modifications to the contract must be recorded in writing and signed by the Vendor, the Director of Exceptional Children and placed on file with the EC Bookkeeper.
15. **Ownership of Contract Products.** The Vendor agrees that all products, records and data tapes produced under this contract become the property of Cleveland County Schools.
16. **Indemnification. Non-State Agency -** The Vendor agrees to indemnify, save and hold harmless Cleveland County Schools, their officers, employees, successors and assigns, from any and all claims of any nature, including claims for attorney fees and costs, arising out of or relating to the performance of this contract.
17. **Employment Taxes.** The Vendor agrees to make all employment tax payments to the federal and state governments on the full contract amount as required by law. The Vendor further agrees to reimburse Cleveland County Schools or its employees for any penalty due to the Vendor's failure to make such payments.
18. **Family Educational Rights & Privacy Act:** Student educational records are subject to 20 U.S.C. 1232g, Family Rights and Privacy Act (FERPA) and are not disclosable except in very limited circumstances. The Vendor will ensure that every employee responsible for carrying out the terms of this contract is aware of the confidentiality requirements of federal law. In addition, every such employee must sign a confidentiality acknowledgement that indicates that he or she understands the legal requirements for confidentiality. The Vendor is responsible for the actions of its employee and must take all precautions necessary to ensure that no violations occur. Finally, access to personally identifiable student education information will be limited to those employees who must have access to it in order to perform their responsibilities pursuant to this
19. **Certification.** By executing this contract, the signer certifies that these services are submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.
20. **Debarment Statement.** If any of the services rendered under this contract are to be paid with federal funds, the Vendor hereby certifies that the organization and its principals are not suspended or debarred from doing business with the federal government.