

Campbell Union School District Staffing Service Agreement 2018-19

Client: Campbell Union Unified School District
155 North Third St,
Campbell, CA 95008
Consultant: Nova Health Therapies, Inc.
920 Saratoga Avenue, Suite 102
San Jose, California 95129

Services:

Subject to availability, Nova Health Therapies, INC. will provide staffing services on request for **Campbell Union School District** ("Client"). Nova Health Therapies, INC will refer qualified candidates ("Candidate(s)") without regard to race, sex, color, religion, national origin, marital status, veteran status, other protected class, or the presence of a non-job related medical condition or disability. The contents of any attached appendices and addenda are incorporated herein by reference as set forth in this Agreement.

Assignments:

Client shall have the right of refusal regarding the Candidates to be provided. Candidates shall perform the services at the work site of the Client, during normal working hours of Client. Client understands and agrees that any personnel assigned ("Nova Health Therapies, INC. Associate" or "Associate") to Client by Nova Health Therapies, INC., pursuant to this Agreement, shall perform all services as an independent contractor to Client, not as an employee, agent, partner, or venture participant of Client.

Pre-employment Processing:

Nova Health Therapies, INC. shall pay for Department of Justice fingerprinting as designated by the Client, TB screening and any other required by national, state or local requirements.

Insurance:

Nova Health Therapies, INC. shall maintain, and provide to Client, upon written request, the following information for any Associates provided:

Proof of valid professional license if applicable.

Proof of insurance coverage for Worker's Compensation per statutory requirements

Nova Health Therapies, INC. shall procure and maintain insurance, and upon request, shall provide Client with Certificates of Insurance covering:



- Professional Liability - \$1,000,000 per claim, \$3,000,000 Aggregate
- General Liability - \$1,000,000 per claim, \$3,000,000 Aggregate
- Nova Health Therapies, INC. shall take out and maintain during the period of this Agreement such general liability, worker's compensation and vehicle insurance as is required to protect Nova Health Therapies, INC. and District as their interests may appear.

Indemnity and Hold Harmless:

Nova Health Therapies, INC. shall hold harmless and indemnify the District, its officers, agents, Board members and employees from and against any and all actions, claims, losses, damages, suits or other proceeding, including payment of reasonable attorney's fees, which may arise as the result of performing the work under this Agreement, caused in whole or in part by any act or omission of Nova Health Therapies, INC. or anyone directly or indirectly employed by Nova Health Therapies, INC., regardless of whether caused in part by a part indemnified under this Agreement.

Entire Agreement:

This Agreement and the attached "Independent Service Agreement" contains the complete agreement between the parties with respect to the subject matter thereof and may not be modified except by written agreement signed by both parties. This Agreement supersedes all previous written or oral agreements between the parties

Governing Law:

The validity and interpretation of any terms or provisions of this Agreement and of the rights and duties of the parties hereunder shall be governed and construed in accordance with the laws of the state of California. All actions, including arbitration, arising out of this Agreement, shall take place and be filed in San Jose, California (Santa Clara County).

Dispute Resolution:

The Parties hereby agree that if a dispute arises out of this Agreement, the Parties will, in good faith, bring to the attention of the other Party, the dispute, and the Parties shall meet and attempt to resolve such dispute. If the Parties are unable to resolve such dispute, the Parties hereby agree to attend mediation in Santa Clara County, or similar facility and attempt to mediate the matter by a mutually agreeable mediator. The parties may skip this process only if both parties agree they do not want to attempt to mediate the dispute. The cost of the mediator shall be borne equally by the Parties until a prevailing party is determined at any further hearings.

Additional Requests from Client:

Nova Health Therapies, INC., by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices. Nova Health Therapies, INC. also certifies that it will comply with all applicable provisions of the Americans With Disabilities Act.

All costs incurred by Nova Health Therapies, INC. in performing the services specified in this Agreement shall be the responsibility of Nova Health Therapies, INC., and Nova Health Therapies, INC. will not demand, and District will not pay any costs, expenses, fees or moneys not expressly provided for in this Agreement.

IN WITNESS WHEREOF the parties hereto have subscribed their names to this agreement on the date set forth below.

Company Name: Campbell Union School District

Authorized Representative: Shelly Viramontez

Signed: _____

Designation: Superintendent of Schools

Date: _____

For: Nova Health Therapies, INC.,

Consultant Signature: N.R. Roy

Name: Mrs. Emer Roy, Chief Executive Officer

Date: 07/24/2018



Health Therapies, Inc.

920 Saratoga Avenue, Suite 102, San Jose, California 95129

INDEPENDENT SERVICES AGREEMENT

The following is an agreement by and between **CAMPBELL UNION SCHOOL DISTRICT** ("Client") with its place of business at 155 North Third Street, Campbell, CA 95008 and **NOVA HEALTH THERAPIES, INC.** ("Consultant") with its principal place of business at 920 Saratoga Avenue, Suite 102, San Jose, California 95129.

RECITALS

A. The Client requires the services of a professional Consultant to render certain services described below; and

B. The Consultant is available, and offers to provide services necessary to accomplish the work within the required time.

AGREEMENT

NOW THEREFORE, pursuant to the following terms and conditions the Client and Consultant hereby agree to the following terms:

A. TERM of this agreement shall commence on _____ and end on _____ unless the Agreement is terminated sooner.

B. CONSULTANT AGREES: To perform in a competent and professional manner the following services, as needed and requested by the Client:

1. SPEECH LANGUAGE PATHOLOGIST
2. PLANNING, DEVELOPMENT AND IMPLEMENTATION OF INDIVIDUALISED EDUCATION PLAN BASED ON STUDENT NEEDS

RATE: \$95/- PER HOUR UPTO 8 HOURS PER DAY – 3 days/wk

C. CLIENT AGREES:

1. Client agrees to pay Consultant, upon receipt of an itemized timesheet of services, rendered in accordance with this Agreement. No other charges, fees, or expenses shall be paid by Client.
2. Client agrees that approved invoices received by the 1st of the month in the Business Office will be paid by the 30th of the same month.
3. Client agrees that any work hours beyond the regular 8 hours/day or 40 hours/week will be classified as overtime hours and charged at the rate of 1.5 times the hourly rate

Client Initials _____

Consultant Initials NE



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4. Subject to the terms of this Agreement, dated June 19, 2018 between Campbell Union School District as Client ("Client") and Nova Health Therapies, Inc. as Consultant ("Consultant") the Client agrees not to reduce the hours or rate of pay of any subcontractor, Speech Language Pathologist, other professional or Consultant employee (collectively, "Subcontractor") provided by Consultant to Client, to less than the amount initially agreed upon between Client and Consultant, unless such reduction is agreed upon in writing by Client and Consultant.
5. Client agrees not to directly or indirectly employ or engage as an independent contractor any staff/employee/ subcontractor of the Consultant during the term of this Agreement and for a period of 2 years thereafter without the prior written consent of the Consultant. Client violating this paragraph will pay to the Consultant a fee in the amount of 30 % of the employee's annualized compensation with the new employer.
6. Subject to the terms of the Service Agreement, dated June 19, 2018 between Campbell Union School District as LEA ("LEA") and Nova Health Therapies, Inc. as contractor ("CONTRACTOR") the LEA agrees not to reduce the hours or rate of pay of any subcontractor, SLP, teacher, other professional or CONTRACTOR employee (collectively, "SUBCONTRACTOR") provided by CONTRACTOR to LEA, to less than the amount initially agreed upon between LEA and CONTRACTOR, unless such reduction is agreed upon in writing by LEA and CONTRACTOR.

D. NATURE OF RELATIONSHIP

The services that Consultant will render to the Client under this Agreement will be as an Independent Contractor. Nothing contained in this Agreement will be construed to create the relationship of principal and agent, or employer and employee, between the Consultant and the Client.

It is understood that Consultant, is responsible for accomplishing the results required herein, and Client shall not be liable to Consultant for any payments, benefits, loss, costs, expenses, or injury or damages to Consultant's person or property, except Client's liability to Consultant for his compensation for services performed herein. Consultant shall not be entitled to receive any benefits normally provided to Client's employees, including health insurance benefits, paid vacation, or any other employee benefits. Client shall not be responsible for withholding income or other taxes from payments made to Consultant. Consultant shall be solely responsible for filing all returns and paying any income, social security or other tax levied upon or determined with respect to the payments made to Consultant pursuant to this Agreement. A 1099 tax form will be provided to Consultant for services rendered at the end of each calendar year.

Client Initials _____

Consultant Initials NS



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Consultant states and affirms that they are acting as a free agent and independent consultant, maintains the principle place of business at own address, and that this Agreement is not exclusive. Consultant may enter any other contracts as Consultant sees fit providing that such contract does not interfere with any services that Consultant is currently providing the Client or that might be deemed to be a conflict of interest with the best interests of the Client.

E. CLIENT OWNERSHIP:

All data and information provided for and/or used by consultant shall be the property of and returned to the Client at the completion of this contract. All reports or other documents generated will constitute "works made for hire" by or for the Client and the Client will be the "author" of all such reports under applicable copyright laws.

F. COMPLIANCE WITH LAWS:

Consultant shall comply with all laws and ordinances governing the operation of this agreement.

G. CONFIDENTIALITY:

The confidentiality provisions of this Agreement will survive and remain in full force and effect beyond the termination or expiration of this Agreement. Consultant agrees to hold confidential information obtained from the Client, including any student or personnel information, whether obtained through observations, documentation or otherwise, in strict confidence and shall not without prior permission of the Client disclose to anyone any such confidential information.

Consultant agrees that the Consultant or its employees will not at any time or in any manner, either directly or indirectly, use any confidential Client information for Consultant or its employee's own benefit. Consultant will protect such information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

If it appears that Consultant has disclosed (or has threatened to disclose) information in violation of this Agreement, the Client shall be entitled to an injunction to restrain Consultant from disclosing, in whole or in part, such information, or from providing any services to any party to whom such information has been disclosed or may be disclosed. The Client shall not be prohibited by this provision from pursuing other remedies, including a claim for loss and damages.

Client Initials _____

Consultant Initials HW



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H. TERMINATION:

This Agreement may be terminated by the parties upon receipt of sixty days (60) prior written notice sent to the following addresses of the Consultant or Client:

Client: Campbell Union ~~Unified~~ School District
155 North Third St,
Campbell, CA 95008
Consultant: Nova Health Therapies, Inc.
920 Saratoga Avenue, Suite 102
San Jose, California 95129

NR
for Emer Roy
I. ~~ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto with respect to its subject matter. This Agreement supersedes any and all prior agreements, discussions, or understandings, whether written, oral or implied, with respect to the subject matter of this Agreement. This Agreement may not be modified or amended without the prior written consent of each party.~~

J. ATTORNEYS FEES: In the event of any claim, dispute, or legal proceeding arising out of or relating to this Agreement, the party prevailing in such dispute shall be entitled to recover, and the other party shall pay, all fees and expenses incurred in connection therewith.

IN WITNESS WHEREOF the parties hereto have subscribed their names to this Agreement on the dates set forth below.

For: **CAMPBELL UNION SCHOOL DISTRICT**

Client Signature: _____

Name/s: _____

Designation: Superintendent/ Director

Date: _____

For: **NOVA HEALTH THERAPIES, INC.**

Consultant Signature: *NR* _____

Name: Mrs. Emer Roy

Designation: Chief Executive Officer

Date: June 28 2018