



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

INDEPENDENT SERVICES AGREEMENT

The following is an agreement by and between **MILPITAS UNIFIED SCHOOL DISTRICT** ("Client") with its place of business at 1331 E Calaveras Blvd CA 95035 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 2/1/19 and end on 8/15/19, 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. OCCUPATIONAL THERAPY – IEEE @ \$3,000/- PER IEEE
2. PSYCHO- EDUCATIONAL ASSESSMENT @\$5,000/- PER ASSESSMENT

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 the total hours for this IEEE cannot exceed 20 hours including IEP. Additional charges will apply for any hours exceeded beyond the 20 hours.

Client Initials 

Consultant Initials _____




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4. Subject to the terms of this Agreement, dated 2/1/19 between Milpitas Unified 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 2/1/19 between Milpitas Unified 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 _____



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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 *AS*

Consultant Initials _____



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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: Milpitas Unified School District
1331 E Calaveras Blvd,
Milpitas, CA 95035
Consultant: Nova Health Therapies, Inc.
920 Saratoga Avenue, Suite 102
San Jose, California 95129

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: **MILPITAS UNIFIED SCHOOL DISTRICT**

Client Signature: _____

Name/s: Damian Huertas-Riz

Designation: Superintendent/ Director

SPED coordinator

Date: 2/1/19

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

Consultant Signature N.R. Sripriya

For Name: Mrs. Emer Roy

Designation: Chief Executive Officer

Date: Jan 31, 2019