

AGREEMENT FOR THERAPY SERVICES

This AGREEMENT FOR THERAPY SERVICES together with Addenda and Exhibits (collectively, the “Agreement”) is made and entered into this **2nd day of August** in the year **2017** (“Effective Date”), by and between **Speech and Language Premier Staffing, Inc.** (SLPS, Inc) a California Company having its principal place of business at 16835 Algonquin St. Suite 301 Huntington Beach, Ca 92649 and **Cypress School District** (“Client”), having its principal place of business at 9470 Moody St Cypress, Ca 90630.

WHEREAS SLPS, INC. is in the business of providing personnel, including professionals and assistants (collectively referred to herein as “Therapist”) to perform speech language pathology (“Therapy Services”)

WHEREAS Client is in need of Therapy Services;

WHEREAS Client desires to engage SLPS, INC. to provide Therapy Services under the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Term.

The term of this Agreement, unless otherwise terminated pursuant to this Agreement, shall be from **August 11, 2017-September 1, 2017.**

2. Requests for Therapy Services.

SLPS, Inc. will use its best efforts to supply Client with Therapists as Client may request from time to time for the hours and times requested by Client. SLPS, INC. will confirm placement of a Therapist with a “Therapist Assignment Affirmation.” The form of the Therapist Assignment Affirmation is attached as Addendum “A.” Once signed by Client, the Therapist Assignment Affirmation will become a part of this Agreement. Nothing contained herein will guarantee that SLPS, INC. will be able to fill any particular request of Client for Therapists. Further, nothing contained herein will guarantee that a Therapist, once assigned to Client, will be able to complete the assignment. If a Therapist is unable to complete an assignment for any reason, SLPS, INC. sole obligation is to use its best efforts to procure a replacement Therapist for Client. Client hereby releases and relieves SLPS, INC. from all liability in connection with its failure to provide a Therapist when requested by Client or to replace a Therapist who has begun an assignment.

3. Therapists

A. Licensure.

All Therapists provided to Client pursuant to this agreement are qualified to perform the services requested and will be licensed during the term hereof to perform the applicable therapy services in the state in which Client requests a Therapist to perform services

B. Screening of Therapists

Subject to the limitations of applicable federal, state and local laws and regulations. SLPS, INC. will conduct the following screenings, tests, and background checks for all Therapists provided pursuant to Client pursuant to this Agreement: freedom from communicable diseases; including Hepatitis B (if applicable) and Tuberculosis; lack of criminal record including sexual offender and predator; and acceptable professional references.

C. Independent Contractors of SLPS, INC.

All Therapists provided to client pursuant to this Agreement are independent contractors of SLPS, INC. and SLPS, INC. is solely responsible for the wages, benefits (if any), and tax withholding (if any) of the Therapists. SLPS, INC. reserves the right to terminate, discipline, or reassign Therapists if such action is warranted in its sole discretion. In the event Client is dissatisfied with the services of a particular Therapist, Client's sole remedy is to notify SLPS, INC. of its dissatisfaction. If SLPS, INC. is unable to cure Client's dissatisfaction within a reasonable amount of time, SLPS, INC. will provide Client with another Therapist if available.

D. Health and Safety Training

SLPS, INC. will provide Therapists all training necessary to comply with the Occupational Safety and Health Administration's (OSHA) blood borne pathogens standard. Client agrees to provide Therapists with site specific information required by OSHA standards, including but not limited to availability of protective equipment and site procedures.

E. Health Insurance Portability and Accountability ("HIPAA") Compliance

SLPS, INC. and all Therapists providing therapy services to Client pursuant to this Agreement will comply with HIPAA and regulations promulgated there under in regard to the disclosure of "Protected Health Information," as defined therein.

4. Client's Obligations



A. Facility

To the extent Client provides the facility in which Therapist performs services and such facility is not a private personal residence, such facility will be well lit, climate controlled, and free from recognized hazards. Client warrants and represents that the facility in which Therapist will perform services complies with all federal, state, and local health and safety codes, laws and regulations, and with all federal, state, and local laws governing reasonable accommodations for disabled individuals. Client will also provide free parking and restroom facilities for use by Therapist.

B. Designation of Liaison

Client will designate a representative of Client to serve as a Liaison between Client and Therapist on all operational matters, including but not limited to use of facilities, patient scheduling, attendance record keeping, progress reports, therapy notes, in-service meetings, consultations, and reporting of time. Client may change the designation from time to time by providing notice to SLPS, INC. as provided below.

C. Client's Procedures

Client will instruct Therapists assigned to work in its facility as to its documentation procedures. Therapists will comply with all instructions given by Client.

D. Equipment

Client will provide Therapist with all equipment reasonably necessary for Therapist to perform services hereunder, including without limitation office supplies, therapy tools, and computer access.

5. Billing and Payment

A. Billing Rates

The billing rates for each Therapist assigned to Client are specified in Exhibit A, which is incorporated by reference and made an express part hereof, or in the Therapist Assignment Affirmation, which may govern any particular therapist assignment. To the extent there is a conflict between rates set forth in Exhibit A, and rates set forth in a Therapist Assignment Affirmation, the Therapist Assignment Affirmation will govern.



(i) Hourly Rate

The Hourly Rate is applicable for every hour, or fraction thereof, that services have been requested pursuant to a Therapist Assignment Affirmation and for which Therapist provides services

(ii) Overtime Rate

The Overtime Rate, one hundred fifty percent (150%) of the Per Diem Rate or the Hourly Rate as appropriate, is applicable where a Therapist works more than 8 hours per day for Therapists working in California or more than 40 hours per week for Therapists working in all other states.

(iii) Holiday Rate

The Holiday Rate, one hundred fifty percent (150%) of the Per Diem Rate or the Hourly Rate as appropriate, is applicable where Therapist or assistant works on any of the following holidays (or observed holidays); New Year's Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas.

(iv) Mileage Reimbursement

Whenever applicable Therapists and assistants will be reimbursed for mileage at the rate of thirty-seven and a half cents (\$0.54) per mile.

SLPS, INC. may adjust any or all rates to become effective after the expiration of the initial term by providing forty-five (45) days notice to Client.

B. Invoicing

SLPS, INC. will send semi-monthly invoices to Client based on time cards completed by Therapists. Payment is due in full upon receipt in accordance with instructions on the invoice. If any payment is not paid within thirty- (30) days of its due date, unpaid balances will bear interest in the amount of 18 percent (18%) per annum. Upon request, SLPS, INC. will provide Client with a record of services performed upon which an invoice is based.



6. Insurance

A. Provided by SLPS, INC.

SLPS, INC. shall maintain the following insurance coverage during the term of this Agreement:

- (i) Professional Liability Coverage with limits of no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

B. Provided by Client

Client shall maintain the following insurance coverage during the term of this Agreement:

Comprehensive General Liability with bodily injury and property damage with combined single limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, naming SLPS, INC. as an additional insured.

Upon request, the parties agree to provide each other with insurance certificates evidencing the requisite insurance coverage which contains a provision that the coverage afforded under the policies will not be cancelled without thirty- (30) day's written notice.

7. Indemnification

The parties hereto agree to indemnify, defend and save harmless, each other and their respective parents, subsidiaries and affiliates, directors, officers, agents, servants, and independent contractors, from and against any and all claims, demands, causes of action, proceedings, losses, damages, fines, penalties, liabilities, judgments, orders, costs and expenses (including, without limitation, reasonable attorney's fees and legal costs, sustained or incurred by or asserted against the party seeking indemnification by reason of, arising from, or in any way attributable to the (i) the duties, responsibilities or obligations of the other party under and during the term of this Agreement; any negligence, wrongful act, intentional act, or omission of or the other party, their agents, servants, independent contractors, officers, representatives or subcontracts, provided that this indemnification shall not apply to the sole negligence or wrongful act of the party seeking indemnification, their agents, servants, independent contractors, officers, representatives, subcontractors, and related entities. The aforesaid indemnification shall survive termination of this Agreement.

8. Termination of Agreement and Therapist Assignment Affirmation

Either party may terminate this Agreement and/or a Therapist Assignment Affirmation upon forty-five days notice to the other party. Termination of the Agreement by either party will also serve to terminate any Therapist Assignment Affirmation in effect on the effective date of



termination of the Agreement. In the event Client terminates a Therapist Assignment Affirmation, Client will be responsible to pay for the following:

- A. all services performed by Therapists through the effective date of termination, and
- B. all expenses incurred by SLPS, INC. in placing a Therapist with Client, including without limitation nonrefundable security deposits, prepaid rent, transportation costs, utility deposits and the like.

SLPS, INC. may terminate the Agreement or a Therapist Assignment Affirmation immediately upon notice to Client if;

- A. Client fails to pay any invoice within forty-five (45) days of its due date; or
- B. Any petition is filed or proceeding is commenced by or against Client for adjudication as a bankrupt or insolvent under federal bankruptcy law or any other bankruptcy and insolvency act; or a proceeding for reorganization is filed by or instituted against Client; or Client makes an assignment for the benefit of creditors; or a proceeding is filed or instituted for the appointment of a receiver for Client.

9. Non-solicitation

During the term of this Agreement and for a period of twelve (12) months thereafter (the “Non-solicitation Period”), Client agrees not to, either directly or indirectly through a third party, hire, attempt to hire, nor solicit for employment any SLPS, INC. independent contractor, unless such solicitation is agreed upon in advance and in writing by SLPS, INC.. In the event Client solicits a SLPS, INC. independent contractor for hire pursuant to written permission from SLPS, INC. during the term of this Agreement and for twelve (12) months thereafter, and the SLPS, INC. independent contractor accepts a position with Client, Client agrees to pay SLPS, INC. a commission of 30% of the independent contractor’s base salary at the time the independent contractor accepts employment with Client (the “Commission”). The Commission is non-refundable even if the independent contractor does not remain employed with Client for any length of time and no matter the reason why the independent contractor separates from Client’s employ.

10. Confidentiality

Client and SLPS, INC. agree to keep the terms of this Agreement confidential and not to disclose the terms to any third party, including without limitation independent contractors of SLPS, INC. provided, however, that this paragraph shall not apply if such disclosure is required by law or



court order. Client agrees to inform all persons, whether independent contractors, contractors, or agents of Client, with knowledge of the terms of the agreement of the confidentiality provisions contained herein.

11. Notice

Any notice required to be given hereunder shall be in writing and shall be either hand delivered, mailed via certified mail, or mailed via a nationally recognized overnight courier to the addresses set forth below.

A. SLPS, INC.

Speech and Language Premier Staffing, Inc.
16835 Algonquin St. Ste 301
Huntington Beach, Ca 92649
Phone: (714) 746-9498
Attention: Kelly Thomas, M.A., CCC-SLP
President

B. Client

Cypress School District
9470 Moody St
Cypress, Ca 90630

Phone: (714) 220-6924
Attention: Scott Adams
Director, Student Support Services

Notices are effective upon mailing or delivery to overnight courier service, as the case maybe.

12. Assignment

A. By Client

This Agreement may not be assigned by Client without the express written consent of SLPS, INC., which consent will not be unreasonably withheld.

B. By SLPS, INC.

This Agreement may be assigned by SLPS, INC. to SLPS, INC.' successor or to any affiliate of SLPS, INC. and their respective successors.





16835 Algonquin St #301
Huntington Beach, Ca 92649

13. Addenda and Exhibits

All addenda and exhibits, if any, referred to in or attached to this Agreement are and shall be deemed to be an integral part of this Agreement as if fully set forth herein.



14. Entire Agreement

This Agreement, together with all addenda and exhibits attached hereto, constitute the entire agreement between the parties hereto and supersedes all prior oral and written negotiations and agreements. This Agreement may only be modified in a writing signed by all parties hereto.

15. Waiver and Severability

No delay or omission by either party to enforce or exercise any right, remedy or power under this Agreement shall be construed as a waiver of such right, remedy, or power. A waiver by either party of any breach or default under the terms of this Agreement shall not constitute a waiver of any subsequent breach or default. In the event any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

16. Jurisdiction and Applicable Law

This Agreement is deemed to have been made in the State of California, County of Orange, and shall be interpreted in accordance with California law, without regard to its conflict of law principles. The parties agree that all litigation arising out of this Agreement must be brought in California state court in Orange County, sitting in Fountain Valley, California, or in the United States District Court for the Middle District of California, sitting in Fountain Valley, California, and that the court will have personal jurisdiction over the parties, and that the venue of the action shall be appropriate to and exclusive in such court.

17. Binding Agreement

This Agreement shall inure to the benefit of, and be binding upon the parties' respective successors and assigns.

18. Attorneys' Fees and Costs

In the event of litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to payment of its reasonable attorneys' fees and costs from the other party.

19. Cumulative Remedies

No right or remedy herein conferred or reserved in this Agreement is exclusive of any right or remedy provided or permitted at law or in equity, but each shall be cumulative of every other





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right or remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise, and may be enforced concurrently therewith or from time to time.





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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and date first written above.

Speech and Language Premier Staffing, Inc

By: _____

Printed Name: Kelly Thomas, M.A., CCC-SLP

Title: President

Date: _____

Cypress School District

By: _____

Printed Name: Scott Adams

Title: Director, Student Support Services

Date: _____





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Huntington Beach, Ca 92649

EXHIBIT A

RATE SCHEDULE

This Rate Schedule is issued pursuant to an Agreement for Therapy Services between **Speech and Language Premier Staffing** (“SLPS, INC.”) and **Cypress School District** (“Client”) effective **2nd** day of **August** in the year **2017** (the “Agreement”) and is governed by the terms of the Agreement.

Rates for Therapists:

Hourly Rate: \$125.00 per hour for SLP/CFY

Speech and Language Premier Staffing, Inc.

By: _____

Printed Name: Kelly Thomas, M.A., CCC-SLP

Title: President

Cypress School District

By: _____

Printed Name: _____

Title: _____



ADDENDUM A

THERAPIST ASSIGNMENT AFFIRMATION

This Therapist Assignment Affirmation is issued pursuant to an Agreement for Therapy Services between **Speech and Language Premier Staffing, Inc** ("SLPS, INC.") and **Cypress School District** ("Client") effective **August 2, 2017** (the "Agreement") and is governed by the terms of the Agreement.

Assignment Information

Therapist: Kelly Thomas, M.A., CCC-SLP

Discipline: Speech Language Pathology

Report to: Luther Elementary School

Assignment Start Date: August 11, 2017

Assignment End Date: September 1, 2017

Hours Per Day: 7 hours/day

Days Per Week: 3 days/week

Bill Rate: \$125.00 per hour

Mileage Reimbursement: N/A

Notes:

Billing Information

Lillian Ford-Patterson

(714) 220-6922

Name (of billing contact):

Phone Number:

Lford-patterson@cypsd.org

(714) 220-6703

E-mail address:

Fax Number:

Cypress School District

9470 Moody Street, Cypress, CA 90630

Address (include City, State, and Zip):





16835 Algonquin St #301
Huntington Beach, Ca 92649

Speech and Language Premier Staffing, Inc.

By: _____

Printed Name: Kelly Thomas

Title: President

_____ **School District**

By: _____

Printed Name: _____

Title: _____

