

Mr. Scott Adams, Special Education & Student Services
Cypress School District
9470 Moody Street
Cypress, CA 90630

November 21, 2018

**Re: CONFIRMATION OF CONTRACT OBLIGATION - SPEECH SERVICES
ADDENDUM**

Dear Mr. Adams:

Thank you for opportunity to provide speech and language services within the Cypress School District. As you know, Pacific Coast Speech Services, Inc. (PCSS, Inc.) has agreed to pursue a contracted speech therapist for the following position:

1. POSITION DESCRIPTION: This contract is an addendum to the contract dated August 30, 2018 for Pacific Coast Speech Services, Inc. to provide speech and language services to cover (1) An additional day of district support 11/26/2018 through 5/28/2019 at Arnold Elementary School (2) Full time coverage of a maternity leave from 1/7/2019 through 6/21/2019 at Landell Elementary School. School holidays and non-student days will be excluded unless the district requests that our clinician attend a specific meeting or in-service. Additional services can be provided if deemed necessary by district administration and/or PCSS, Inc.
2. PAYMENT TERMS: This district will reimburse PCSS, Inc. at the rate of \$92.50/hour for the total hours billed. Payment is due within 30 days of invoice. Contract can be cancelled or substantially reduced with 30 days notice.
3. District hereby acknowledges that PCSS, Inc. independent contractors are screened, hired, and trained at considerable time and expense by PCSS, Inc. District further acknowledges that PCSS, Inc. independent contractors have entered into a contractual relationship with PCSS, Inc. to provide the above services for District. District agrees that it, or any third party associated, directly or indirectly, with the District, will not hire, solicit, contract, or otherwise seek to employ PCSS, Inc. independent contractors, directly or indirectly, in such a way as to interfere with the contractual relationship between PCSS, Inc. independent contractors and PCSS, Inc., and for a period of one (1) year after the completion of an independent contractors contract with PCSS, Inc. District agrees that, acknowledging the contractual services provided by PCSS, Inc. and PCSS, Inc. subcontractors, should District desire to employ or otherwise hire the services of a particular PCSS, Inc. independent contractor within one (1) year after conclusion of an independent contractors contract, District will not directly hire said independent contractor, but will contact PCSS, Inc. for a continuation of said independent contractors services. District further agrees to indemnify PCSS, Inc. for any and all legal costs, including and without limitation, attorney fees and court costs, necessary for PCSS, Inc. to enforce this provision or any and all attorney fees and costs resulting from proceedings arising out of violation of this provision.

4. During the term of this contract, or after the contract has been completed, Pacific Coast Speech Services, Inc.' directors or contractors may be requested or may be subpoenaed to testify or consult relating to an arbitration, mediation, deposition, trial or other type of legal proceeding. Pacific Coast Speech Services, Inc.' directors or contractors may also be requested or subpoenaed to a conference with an attorney to render an opinion, to review documentation, or take part in any other type of pre-trial, pre-mediation, or pre-arbitration discovery or research. Should this request or subpoena take place, the district will be billed for and agrees to pay the standard hourly rate to Pacific Coast Speech Services, Inc. for the time spent by the directors or contractors for these services. The standard hourly rate is set forth in this Agreement at paragraph #2.

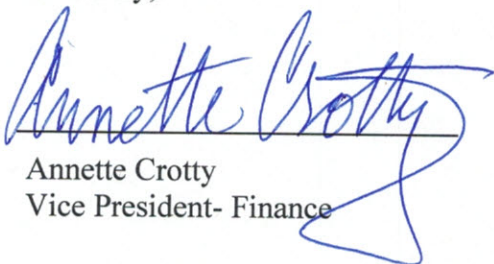
Based on the above, we approximate that the total cost of PCSS, Inc.'s services will not exceed \$102,860. This is not a lump sum guarantee, but a budgetary number only.

This agreement is subject to the availability of a credentialed speech therapist, and assumes a caseload equivalent to no more than 60 students for one traditional year FTE. If an audit of the caseload by the credentialed therapist reveals an excess of this 60-student equivalent, you will be notified immediately. Adjustment in reimbursement or caseload will be made within 15 calendar days.

Please fax me a return copy of this confirmation of our contract letter at your earliest convenience to indicate that my understanding of our terms is accurate.

If you have any questions, please call or fax me at (714) 389-9227 or email me at acrotty@epcss.net.

Sincerely,


Annette Crotty
Vice President- Finance

11/27/2018
Date

I confirm that the above rate of \$92.50/hour and the conditions stated above are an accurate understanding of the agreement between Pacific Coast Speech Services, Inc. and Cypress School District.

Signature of District Administrator

Date