The Gift of Speech

A Professional Speech-Language Pathology Corporation

Speech Pathology Contract

Provider, as defined below, hereby accepts employment with the School District named below to provide Speech Pathology Services under the following terms and conditions:

Provider: The Gift of Speech, a Professional Speech-Language Pathology Corporation
Physical: 3031 W. March Lane, Suite 117 South
Stockton, CA. 95219
Mailing: 4719 Quail Lakes Dr. #G 240
Stockton, CA

School District: Jefferson School District
1219 Whispering Wind Drive
Tracy, CA. 95377

Term and Termination:

This contract shall begin on August 11, 2020 and shall be on ongoing for the Jefferson School District 2020 – 2021 academic calendar. Agreement shall terminate immediately in the event that provider's right to practice Speech Pathology in the State of California either suspended or revoked.

The School District may immediately terminate this agreement in the event the Provider (1) is convicted of a crime other than minor traffic violation; or (2) has a guardian of his/her person or estate appointed by a court of competent jurisdiction; or (3) is disabled to the extent he/she is unable to perform the duties required by this Agreement; or (4) fails to perform services required hereunder in accordance with the School District's standards of quality; or (5) fails to comply with any of the terms and conditions of this Agreement, Bylaws, or Code of Ethics. The Provider explicitly agrees to the following terms:

1. **Independent Provider Status.** The parties agree and acknowledge that the Provider is an independent contractor, but that the School District retains right of control over the quality of services provided to its students and schools. The independent contractor will participate in performance reviews to assure compliance with local, state and federal regulations covering such clients or facilities and the Company's expectations and guidelines set forth in this Agreement.
    - **Non-Employee.** The Provider acknowledges that since he/she is an independent contractor, the Provider shall not be entitled to any paid vacations, leave of absence, legal holidays, sick leave, or any other such compensation normally payable to an employee. Further, the Provider shall not be entitled to participate in any employee benefit, group health and life insurance plans, or retirement pay, if any, maintained by the Company.
    - **Tax Obligations.** The parties intend and the Provider acknowledges that he/she is an independent contractor and not an agent or employee of the School District within the meaning of Worker's Compensation statutes, Unemployment Insurance statutes, Social Security Act, State Disability Insurance, and United States Internal Revenue Code. No employment relationship, partnership, joint venture or other association shall be deemed created by this Agreement. The School District shall pay the Provider directly, without payroll deductions of any kind whatsoever, all moneys that may become due and payable hereunder, as when, and to the extent those payments become payable. The School District shall issue to the Provider for each year of the term of this Agreement, a Form 1099 in the manner prescribed by law. The Provider shall have the entire responsibility to discharge all the obligations required by him/her under federal, state, and local laws, regulations, or orders now or hereafter in effect, relating to taxes, unemployment compensation or insurance, social security, worker's compensation, disability insurance or pensions and any and all tax withholdings (collectively, "Tax Obligations").

Furthermore, the Provider shall pay his/her own State, Federal, and local income taxes, disability and unemployment insurance, Federal self-employment taxes and Social Security liabilities, obligations, damages, expenses, attorney's fees, and court costs incurred by the School District resulting from any claims made by any taxing or governmental authority whatsoever (with respect to payroll, income, or any other taxes levied or assessed with respect to the earnings of the Provider), or the Provider's failure to properly discharge his/her Tax Obligation.

- **Supplies.** Equipment and Expenses. The parties agree and acknowledge that the Provider is an independent contractor. Accordingly, the Provider shall provide all of his/her own materials, supplies, and equipment. Also, the Provider shall provide all of his/her own expenses, including but not limited to, telephone expenses, professional license fees, and organization dues, automobile and other required insurance, business licenses and educational expenses.

2. **Confidentiality**. Contractor recognizes and acknowledges that the School District possesses certain confidential information that constitutes a valuable, special, and unique asset. As used herein, the term "confidential information" includes all information and materials belonging to, used by, or in possession of the School District relating to its products, processes, services, technology, inventions, patents, ideas, contracts, financial information, developments, business strategies, pricing, current and prospective customers, marketing plans, and trade secrets of every kind and character, but shall not include (a) information that was already within the public domain at the time the information is acquired by Contractor, or (b) information that subsequently becomes public through no act or omission of the Contractor. Contractor agrees that all of the confidential information is and shall continue to be the exclusive property of the Company, whether or not prepared in whole or in part by Contractor and whether or not disclosed to or in trusted to Contractor's custody. Contractor agrees that that Contractor shall not, at any time following the execution of this Agreement, use or disclose in any manner any confidential information of the Company.

3. **School District.** The School District will not, during the term of the Agreement and for one year thereafter, directly or indirectly, contact an employee/independent contractor of the Company for the purpose of attempting to employ or hire such employee/independent contractor for services that fare similar to the services conducted for the School District by the Company.

    - Should the employee/independent contractor of the Company become employed by the School District during the term of this contract or one year thereafter, the School District will pay the Company $20,000.00 (twenty thousand).

4. **State of Emergency.** The parties' performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, civil disorder, curtailment of transportation facilities, or any other emergency beyond the parties' control. During an unforeseen time, because CONTRACTOR provides critical programs and related services to students with disabilities, CONTRACTOR will bill for agreed upon service as encouraged by CDE for continued payment from DISTRICT. CONTRACTOR will continue to provide services during school closures while following DISTRICT protocol during an unforeseen time. DISTIRCT and CONTRACTOR will work collaboratively to ensure continuity of services for students served, pursuant to the IEP, including exploring options related to distance learning.

PROFESSIONAL QUALIFICATIONS

The Speech Pathologist named above shall act in accordance with all state and federal laws regulating the practice of Speech-Language Pathology in the state of California. Provider shall professionally, ethically, and diligently carry out his/her responsibilities hereunder in order to serve the best interests of the School District's students.

DESCRIPTION OF SERVICES

Provider agrees to provide Speech Pathology services at facilities contracted with the School District. The Provider will:

1. Provide consultation, evaluation, and direct treatment of individuals requiring speech pathology services.
2. Caseload not to exceed 55 students per work week, on average, per full time therapist.

3. Adequately document individual student charts to comply with all applicable state laws, regulations and guidelines. Documentation to be completed as outlined by School District.
4. Identify potential therapy candidates, using assessment criteria in agreement with state guidelines.
5. Submit a monthly time sheet of services rendered to the School District by the last day of each month.
6. Follow all other procedures of the School District within the American Speech-Language-Hearing Association's code of ethics.
7. Maintain current licenses, credential and certification within the Provider's own profession.
8. Maintain current liability insurance in the amount of at least one million dollars.
9. Meetings will be attended if held within agreed upon hours of service. Hours of service agreed upon are set as:
    a. Speech-Language Pathologist (SLP) will work up to 14 (fourteen) hours per week.

School District agrees to:

1. Provide IEP paperwork with current assessment and goals for students serviced.
2. Provide School District expectations of The Provider, i.e. evaluation, treatment, IEP meetings, and student study team meetings.
3. Provide at least one-week prior written notice of any meetings the provider is expected to attend.

COMPENSATION ARRANGEMENTS

Provider will be compensated at the rate of $100.00 (one-hundred dollars) per billable hour for speech pathology services (i.e., direct therapy, screenings, consultation, evaluation and IEP/staff meetings) conducted by SLP. Provider will receive payment for services rendered by the 15th of the month for the previous month's billing. Billable time begins as the therapist enters the first school site and ends when the therapist leaves the last school site for the day.

Invoices are due and payable by the 15th of the month for the previous month's billing. If any fee is not paid within 30 days of billing, a late charge of one and one-half percent (1-1/2%) per month will be assessed on the unpaid balance.

Limitations of Compensation:
Contracted hours will not exceed compensation over $54,000.00 (Fifty-four thousand dollars) as agreed by both the Provider and the School District. Once said compensation limit is earned, this contract becomes null and void. Service will be resumed only with initiation of a new purchase order/contract.

INDEMNIFICATION

Provider shall defend, indemnify, and hold harmless the School District and its officers, agents, servants, representatives and employees from and against any and all loss, including loss of use, liability for damages, claims, demands, actions and proceedings, and all costs and expenses connected therewith, including court costs or reasonable attorneys' fees, of whatsoever cause or nature on account of any intentional or negligent act or omission by Provider or any of its officers, agents, servants, representatives and employees. The School District shall indemnify and hold harmless Provider and its officers, agents, servants, representatives and employees, from and all loss including loss of use, liability for damages, claims, demands, actions and proceedings, and all costs and expenses connected therewith, including court costs or reasonable attorneys' fees, of whatsoever cause or nature on account of any intentional or negligent act or omission by the School District or any of its officers, agents, servants, representatives and employees.

The indemnification provisions contained in this Agreement include, but are not limited to, any violation of applicable law, ordinance, regulation or rule, including where the loss of use, liability for damages, claim, demand, action, proceeding or cost and expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents or contractors, officers or employees or their performance under the terms of this Agreement.

The indemnity provision of this Agreement shall survive the expiration or earlier termination of this Agreement.

ENTIRE AGREEMENT

This agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts, and understandings whether written of otherwise between the parties relating to the subject matter hereof.

ASSIGNMENT

Nothing contained in the Agreement shall be construed to permit the assignment by the Provider of any rights or obligations hereunder, and such assignment is expressly prohibited without prior written contract or consent of the School District. The School District may assign this Agreement.

ATTORNEY'S FEES

In the event of any litigation by any party to enforce or defend its rights under this Agreement, the prevailing party, in addition to all other relief, shall be entitled to reasonable attorney's fees.

LICENSES AND CERTIFICATIONS

The Provider shall maintain clearance of the following documentation. Further, the Provider shall keep all licenses and certifications up to date and provide a copy of changed/renewed material to the School District upon request.

1. Professional Liability Insurance
2. Professional License for the state of employment
3. TB Test Results
4. Fingerprint Report from DOJ/FBI
5. NPA certification
6. ASHA Certification

THE GIFT OF SPEECH, A PROFESSIONAL SPEECH-LANGUAGE PATHOLOGY CORPORATION

By: _____

Tracey McDonnell, Treasurer, Chief Financial Officer

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School District Signature Date