

Agape Therapies and Educational Services Corp.
11507 Lucas Road, Woodstock, IL 60098
Phone: 815-236-5057
www.agapetherapiesandedu.com

CLIENT SERVICE AGREEMENT

THIS SERVICE AGREEMENT, made and entered into by and between Agape Therapies and Educational Services, Corp., an Illinois corporation, hereinafter referred to as the “Contractor”, and Lewiston-Altura Public Schools hereinafter referred to as the “Client”.

Recitals

WHEREAS, the Contractor is engaged in the business of providing professional therapists to its clients on a temporary and part time basis;

WHEREAS, the Client is a duly licensed facility, who desires to contract services by the Contractor on a temporary basis;

WHEREAS, the Contractor desires reasonable protections of its confidential business information and trade practices and assurances that the Client will not compete with the contractor within one year’s time and within a reasonable geographical area following termination of the employment relationship;

WHEREAS, the parties now desire to memorialize their relationship for their mutual benefit and understanding;

NOW THEREFORE, in consideration recited herein, and of the other mutual obligations recited herein, the receipt and sufficiency of which is hereby acknowledged;

IT IS AGREED as follows:

Recitals

- 1. Term of Employment.** The contractor hereby provides RELATED SERVICE SUPPORT for the Client, and the Client hereby voluntarily accepts this contract with the Contractor for a limited period of from August 21, 2024 to May 30, 2025. The client is formally requesting a speech language pathologist to fill one [1 hybrid] position where three and a half (3.5) days are worked in person and one and a half (1.5) days are worked remotely. More SLPs can be added upon request from the Client.

The parties agree that this Agreement is personal to the Contractor and Client and cannot be assigned by either party without written consent of the other. Any provision of this Agreement may be altered or amended by a written document signed by both parties hereto setting forth such alteration or amendment without affecting the obligations created by the other provision of this Agreement. The Contractor and Client agree that the failure to enforce any provision of obligation under this Agreement shall not constitute a waiver thereof or serve as a bar to the subsequent enforcement of such provision or obligation or any other provision or obligation under this Agreement.

- 2. Teaching Certificate/Licensure.** Before starting this agreement, all licensing and qualification issues, such as fingerprinting and criminal background checks, must be satisfactorily communicated to the Contractor and satisfactorily completed.
- 3. Obligations of the Client.** The Client shall be required to provide a Speech-Language Pathologist(s) a upon request from authorized district personnel hereinafter referred to as the “Providers”, with adequate facilities, if applicable, plan time, and materials necessary for the development of treatment plans and performance of services, assessment materials, etc. In addition, the Client shall provide the Providers access to administrative

resources, including, without limitation, site email access, access to necessary programs and applications, and related supplies necessary for the performance of the Providers' duties hereunder. The Client shall also provide training for the providers on the Client's district programs and policies as they apply to the Providers' duties and responsibilities.

Furthermore, the Client is obligated to complete all items in A. the "District Checklist for Services" and B. the "Billing Checklist for New District Contracts" a minimum of two (2) work days prior to the start of the contract. If there is a delay in the start of services due to a lack of completion of these checklists, thus preventing the Provider(s) from starting, the Client is still liable for reimbursing the Providers for any missed work time as a result of this negligence, unless a different written and signed agreement is mutually agreed upon by the Client and the Contractor.

- 4. Obligations of the Provider.** At the request of an authorized representative of the Client, the Providers shall be required to (as appropriate for their profession): (a) develop a plan to provide speech-language services or psychological services (b) provide services to patients/ students based on the plan developed for such patients/ students, and notify the authorized representative of any change in the plan; (c) provide the Client with progress notes and other patient/ student information as the Client may require; (d) maintain qualifications necessary to provide the services set forth in Section 5 below and to provide the Client with proof of such qualifications from time to time; (e) the Contractor will maintain adequate malpractice, worker's compensation, and liability insurance coverage with respect to the performance of the Providers' duties hereunder during the term of this Agreement; (f) and comply with all applicable federal and state laws, regulations, and Client's policies. The Contractor also has available to the Client technology available for loan- such as computers, iPads, noise canceling headphones, etc. available upon request by the Client. (g) The Provider shall be given a caseload in fitting with the workload model as presented by the Illinois Speech and Hearing Association (ISHA) best practices guidelines.

The services to be rendered under this contract shall be performed during the following days each week when school is in regular session (only for a school placement): from August 21, 2024 to May 30, 2025. The total hours per week for full-time services by any Provider to be rendered shall be no more than thirty-seven and a half (37.5) hours a week. Any exception to this must be pre-approved by the Client. The Contractor shall be paid for services rendered pursuant to this Agreement and will not be paid a flat fee that is unrelated to actual services rendered.

The Providers are expected to work an average of thirty-seven and a half (37.5) hours per week when school is in session (if applicable) for the term of his/ her employment for a minimum of one hundred and eighty-five (185) full work days unless a different work schedule is negotiated with the Client.

In addition to the above, it is understood and agreed that the Providers shall participate in the following functions, as applicable to their licenses.

- A. Initial patient/ student screenings and evaluations
- B. Re-screenings and re-evaluations of patients/ students
- C. Consultation with other Client personnel and families as need or as required
- D. Attending appropriate meetings, conferences, parents conferences, etc.

- 5 Qualifications of the Provider.** The Contractor hereby represents and warrants that the Providers performing Services under this Agreement have the qualifications required to meet the criteria necessary for the performance of the Providers' duties hereunder. In addition, the Contractor and its Providers providing Services hereunder shall at all times during the term of the Agreement comply with all licensing requirements necessary for the applicable rules and regulations of all governmental agencies regulating the performance of Services by

the Providers. The Providers shall perform his or her duties with the highest degree of professionalism and shall comply with all reasonable instructions and directions from the Client. The Providers' Regional Manager shall be Maria Fanning M.S. CCC-SLP/L.

In Addition to the above, the regional manager will complete required observations, evaluations, and support any Providers working for the Client. The Client's administrative staff is also welcomed to complete or participate in any observations and evaluations of Providers from Agape Therapies and Educational Services Corp. to ensure the highest level of service and professionalism from our Providers.

- 6 **Compensation.** The Client will pay the Contractor a fee of \$100 per hour for work performed by each Psychologist/ Related Service Provider under this Agreement. The Contractor shall send the Client an invoice at the end of each week during the term of this Agreement for fees due with respect to work performed by the Providers during that week and the Client shall be obligated to pay such invoices within one (1) month from the date of such invoice unless another billing schedule is requested by the Client on the "Billing Checklist for New District Contracts" form as filled out by the Client. Any overdue invoices are subject to a three percent (3%) late fee to be charged at the discretion of the Contractor.
- 7 **Non-Discrimination.** The parties hereto agree that Title VI of the Civil Rights Act, The Age Discrimination Act of 1975, Section 54 of the Rehabilitation Act of 1973, and The Prevailing Wage Act shall apply to this Agreement. Further, no patient, student, or personnel of the Client may be subject to discrimination or be denied the benefits of the Services provided by the Providers hereunder on the grounds of race, color or national origin, age, gender, sexual orientation, or disability.
- 8 **Patient/ Student Records.** The records and notes maintained by the Providers related to the Services provided to patients/ students by the Providers during the term of this Agreement are the property of the Client and the Providers will comply with all applicable Client and governmental rules and regulations with regard to maintaining records. Any Client specific procedures and or guidelines are to be communicated clearly and in a timely manner to the Providers, so the Providers are able to comply with those procedures and guidelines.
- 9 **Non-Competition and Non-Solicitation.** The Client hereby covenants and promises to the Contractor that the Client will not, either directly or indirectly at any time during the term of this Agreement, and for a period of one (1) year after this Agreement terminates or expires, hire, retain, consult with or otherwise employ, engage, or make use of the Services of any Providers, employees, former employees of the Contractor without the expressed written consent of the Contractor. MF (Client's initials)

The Client acknowledges that any violation by his/her of any provision of paragraph 9 will cause irreparable harm to the Contractor that damages for such harm will be incapable of precise measurement and that, as a result, Contractor will not have adequate remedy at law to redress the harm caused by such violations.

Therefore, in the event of any violation by Client of any provision or paragraph 9, Client agrees that in addition to its other remedies, Contractor shall be entitled to injunctive relief including, but not limited to, temporary restraining orders and/ or preliminary or permanent injunctions.

In addition to other relief to which it shall be entitled, Contractor shall be entitled to recover from Client the costs and reasonable attorney's fees incurred by the Contractor in seeking (i) enforcement of paragraph 9 or (ii) relief from Client's violation of any restriction contained in paragraph 9.

- 10 **Independent Contractor Status.** The Contractor is an independent contractor in the performance of its duties under this Agreement and neither the Contractor nor its officers, employees or agents shall be considered agents or employees of the Client. Nothing contained in this Agreement shall place the Contractor and the Client in the

relationship of partners or Joint Ventures and neither party shall have the power to obligate or bind the other for any indebtedness or related obligations as an independent contractor.

- 11 Non-Exclusivity.** The Contractor and the Client hereby acknowledge that each has or may enter into agreements similar to this Agreement and that the services provided by and obtained from each other are non-exclusive. Furthermore, the Contractor shall only be obligated to perform Services on behalf of the Client under this Agreement for thirty-seven and a half (37.5) hours per week during the months school is in session (if applicable) for a minimum of one hundred and eighty-five (185) full school days.
- 12 Cancellation.** This agreement shall be effective from the date hereof for a period of one (1) school year, subject to cancellation by either party giving thirty (30) days prior written notice to the other party if in person services are obtained. If this Agreement is terminated by the Client without just cause and without the written consent of both the Client and Contractor, the Client shall remain liable to pay the Contractor for the entirety of the duration of this Agreement unless otherwise agreed upon in writing and signed by both parties. If both parties are in agreement with the written termination of this Agreement, the Client shall only remain liable to pay the Contractor for services rendered prior to the effective date of the termination. If this Agreement is terminated by the Contractor, the Client shall only remain liable to pay the Contractor for services rendered prior to the effective date of the termination. The Client may also terminate this Agreement without notice for just cause as defined by the Statutory and Decisional case law of the State of Illinois or for the violation of this contract by the Contractor. In such an event, the Client shall have no further obligation to the Contractor after the date of termination.
- 13 Notices.** Every notice, demand or request hereunder shall be in writing and shall be deemed to have been properly given if delivered personally or by overnight, nationwide next day courier delivery service (such as Federal Express, U.S. Express Mail, or United Postal Services) with signed receipt, or if deposited with the United States Postal Service (or any official successor thereto) designated certified mail, return requested. Bearing adequate postage and addressed as follows:

To the Contractor:
Agape Therapies and Educational Services Corp.
Maria Fanning M.S. CCC-SLP/L
11507 Lucas Road
Woodstock, IL 60098

To the Client:
ISD # 857
100 County Rd 25
Lewiston MN 55952

- 14 Entire Agreement and Changes.** This Agreement contains the entire agreement of the parties with respect to the subject matter described herein and supersedes and replaces any other prior agreements, whether written or oral in their entirety. This Agreement may be modified only by an agreement in writing signed by both parties hereto. There is no statement, promise, agreement, or obligation in existence which may conflict with the terms of this Agreement or may modify, enlarge, or invalidate this Agreement or any provision thereof.

- 15 Assignment/ Binding Effect.** This Agreement shall not be assigned without the prior written consent of the other party. To the extent not expressly prohibited, this Agreement shall insure to and be binding upon the legal representatives, successors and permitted assigns of the parties.
- 16 Headings.** The headings used in the Agreement are for convenience only and do not limit the contents of this Agreement.
- 17 Voluntary Agreement.** The Client acknowledges that it has been provided with an opportunity to consult legal counsel regarding the terms and conditions of this Agreement and that Client has either obtained legal counsel or has voluntarily waived the opportunity to obtain legal counsel and that by signing this Agreement, Client has voluntarily and knowingly entered into this Agreement and agrees to be bound by its terms.

Executed this 12th day of April 2024.

CONTRACTOR

Agape Therapies and Educational Services

By: Maria Fanning M.S. CCC-SLP/L

(Printed): Maria Fanning M.S. CCC-SLP/L

President/CEO

CLIENT

Lewiston-Altura Public Schools

By: Gwen Carman

(Printed): Gwen Carman

