

OMEGA THERAPY SERVICES

1276 Twilight Way
Bolingbrook, Illinois 60490

STAFFING SERVICES AGREEMENT

This agreement executed and entered into on the start of the 2013-2014 school year, by and between Omega Therapy Services, having its offices located at 1276 Twilight Way Bolingbrook, IL 60490 (hereunder referred to as "OTS") and Harlem Consolidated School District # 122 located at 8605 N. 2nd Street, Machesney Park, IL 61115 (hereunder referred to as "FACILITY") and the Board of Education of Harlem Consolidated School District .

WITNESS THAT:

Whereas, OTS provides the qualified Speech-Language Pathologist for therapy and/or consultation. Whereas, FACILITY desires to engage as an independent contractor for the purpose of providing Speech Therapy services. In consideration of this agreement herein contained, it is hereby mutually agreed that OTS and FACILITY agree as following:

OTS RESPONSIBILITIES AND OBLIGATIONS:

- 1-1. OTS agrees to use every effort to locate and make available to the FACILITY a requested therapist (LV Tucker Jr) who is licensed by the state.
- 1-2. Should FACILITY request replacement of an assigned OTS therapist, then OTS will attempt to replace any such person in a timely manner
- 1-3. Therapists supplied to FACILITY by OTS will hold and maintain appropriate registration and licensure to practice in the state in which FACILITY is located. Evidence of registration and licensure will be provided to FACILITY upon request. The Facility shall have the right to reject any therapist or assistant whose qualifications and ability in the Facility's sole good faith and reasonable judgment do not meet the standards necessary for the performance of the services.
- 1-4. Therapists will comply with all written reports and written documentation as required and outlined in the FACILITY's standard policy and procedure manual and in accordance with State and Federal regulations.
- 1-5. During the term of the agreement, OTS agrees to maintain professional liability insurance in the amount of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate and will provide proof thereof at FACILITY's request.

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FACILITY RESPONSIBILITIES AND OBLIGATIONS:

- 2-1. FACILITY agrees to be bound to the provisions of this agreement for the full term of the agreement specified in the section titled, "Terms of Agreement", unless the termination language in section 2-13 is exercised .
- 2-2. FACILITY will be responsible for the supervision and overall direction of the Speech-Language Pathologist.
- 2-3. FACILITY agrees to inservice OTS and its employees/representatives to all applicable policies, procedures, rules and regulations. OTS and its employees/representatives shall have access to necessary medical records in accordance with standard facility and health care policy and procedures.
- 2-4. In the event FACILITY requests a licensed therapist assistant, then FACILITY shall be responsible for the necessary and appropriate supervision of said assistant.
- 2-5. Therapist shall perform only duties herein described. At no time will therapist be responsible for administrative and/or operational management of said therapy department, unless otherwise specified herein, or mutually agreed upon in writing by both parties.
- 2-6. FACILITY shall provide therapy services in accordance with State and Federal regulations and in compliance with FACILITY's policy and procedure manual.
- 2-7. FACILITY shall assure on a day-to-day basis, OTS employees comply with the FACILITY's exposure control plan and generally OSHA's standards. FACILITY shall provide all necessary personal protective equipment to therapists as indicated. FACILITY shall notify or advise OTS immediately of any OTS employee not complying with the above standards, rules or plans.
- 2-8. FACILITY will be billed on the first day of the month with all amounts payable to OTS 45 days from date of invoice.
- 2-9. As compensation for its services, FACILITY shall pay OTS on an hourly basis. It is agreed that the compensation mentioned herein is confidential and that FACILITY and its employees (after the adoption of this contract by the Board of Education) shall not disclose same to the other's employees/representatives, or anyone else unless required by law.
- 2-10. If service sales tax is applicable in states services are rendered, it will be added to FACILITY's invoice.
- 2-11. FACILITY shall reimburse driving time and all mileage between facilities when servicing more than one site for FACILITY per day. Tolls and parking fees, if any, shall be reimbursed for those days services were rendered.
- 2-12. FACILITY understands that OTS may at its option immediately terminate this agreement without notice for any unpaid balances or if FACILITY is put into receivership, files a petition for bankruptcy or reorganization.
- 2-13. Either party may terminate this Agreement without cause with a minimum of thirty (30) days prior written notice. In the event of emergency, safety issue, or failure to maintain insurance, or any other condition that constitutes a substantial threat to the health or safety of students, employees or others at the School or District, as determined by the Facility in its sole reasonable discretion, the Facility may immediately suspend this Agreement until such condition has been remedied to the Facility's satisfaction.
- 2-14. The relationship between OTS and Facility, as well as their respective employees and agents, is that of independent contractors and nothing in this contract shall be construed as to establish an employer/employee relationship. As an independent contractor, OTS shall be responsible for all employment benefits, worker's compensation, taxes (income, payroll, and otherwise), liability and other obligations with regard to its employees. OTS shall be responsible for making direct payment of all compensation coverage to all its employees.

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- 2-15. All records maintained in connection with the treatment of the students shall be the sole property of the Facility and shall be maintained at the Facility in accordance with all applicable State and Federal laws and regulations. The parties further governing the release of these records. In addition, OTS and any persons handling records on its behalf shall comply with the Illinois School Student Records Act, 105 ILCS 10/1 *et seq.*, and all corresponding regulations.
- 2-16. OTS shall comply with privacy regulations created as a result of the Health Insurance Portability and Accountability Act of 1996. A Notice of Privacy Practices will be available upon request.
- 2-17. OTS shall conduct, at its own cost and expense, criminal background checks of all its employees, volunteers, or others who will interact with the Facility's students. OTS shall not allow anyone to work in the program whose criminal background check reveals items that would prohibit them from working with children under Illinois law or reveals other criminal conduct or inappropriate behavior which is reasonably calls into question such individuals fitness to work with children.
- 2-18. This Agreement is not assignable by either party.
- 2-19. This Agreement shall be interpreted, construed and governed by and under the laws of the State of Illinois.
- 2-20. To the fullest extent permitted by law, each party shall indemnify, defend, protect, and hold the other party, including officers, officials, board members, and employees harmless from any liability, claim, demand, damages, losses, judgment, lien, penalty, fine, interest, costs and expense (including reasonable attorneys' fees and litigation costs) arising out of or in conjunction with the intentional or negligent acts of their respective employees and/or agents. Nothing contained in this Section, or in any other provision of this Agreement, is intended to constitute nor shall constitute a waiver of the defenses available to the Facility under the Illinois Local Government and Governmental Employees Tort Immunity Act, with respect to claims by third parties.

TERMS OF AGREEMENT:

1. The term of the contract will be for the entire school year (2013-2014).
2. OTS Candidate: LV Tucker Jr.
3. Position Hired: Speech-Language Pathologist.
4. Start Date: August of the 2013-2014 school year, and ending at the end of 2013-2014 school year.
5. Hourly Rate: \$ 85.00
6. Hours Per Week: No less than 40.0 hours per week (Monday-Friday).
7. Special Provisions:
If therapist is required to work over 40.0 hours in a week, time will be billed at 1.5 times. Mileage between schools will be reimbursed at \$0.44 and ½ per mile. Scheduled days that are subsequently forgiven by the State shall be billed for the minimum hours guaranteed for the day. Partial school days will be billed at the minimum guaranteed daily hours. Scheduled school time off determined per school calendar will be billed at the minimum guaranteed daily hours. Unscheduled school closure days will be billed a minimum of four (4) hours time. Teacher's inservice/institute days shall be billed at the minimum guaranteed hours for the day.

Administrator/District #122 Machesney Park, il

Date



Executive Director
Omega Therapy Services

5/17/13

Date