

Redlands Unified School District

Phone (909) 307-5300

Fax (909) 307-5325

THIS AGREEMENT is made effective on 04/03/24, and it is made by and between Ensemble Therapy
 _____ date _____ consultant name
 _____ hereafter called "Consultant OR Contractor," and the Redlands Unified School District, hereafter called "District."

RECITALS

A. The District desires to obtain special services and advice regarding accounting, administrative, economic, engineering, financial, legal and like matters, as provided in this Agreement.

B. The Consultant is specially trained, experienced, qualified, competent and authorized under State and Federal law as applicable, to provide the special services and advice required by the District.

Accordingly, the parties agree with the above and as follows:

AGREEMENTS

1. PERIOD OF AGREEMENT: Shall be from 04/24/24 through 06/06/24
 _____ date _____ date
2. In consultation and cooperation with the District, the Consultant shall provide professional and diligent services consistent with generally acceptable industry practices or better as follows:
 To provide Speech services, including but not limited to; assessments, therapy, report writing, IEP prep and attendance

Please check if applicable:

☐

A statement of work is attached.

☐

A specification is attached.

☒

Other attachment described as:

Per attached rate sheet

Any attachment is hereby incorporated into this Agreement and made a part of it. In the event of any conflict between the language in this Agreement and any attachment incorporated herein, the language in this Agreement will govern and take precedence over any attachment.

3. The Consultant will commence providing services under this Agreement on 04/24/24, and will diligently, properly date and in full compliance perform as required and complete the performance of services by 06/06/24. Time shall be of date the essence in the performance of this Agreement. If the Consultant at any time during the term of this Agreement becomes noncompliant with any of the terms and conditions hereof or noncompliant with any applicable regulatory requirement including any suspension, revocation or termination of any permit, certification or license which is required in order for the Consultant to properly perform under this Agreement, then the Consultant shall immediately notify the originating department, copying the notification to Purchasing in writing at 20 W. Lugonia, Redlands, CA 92374.
4. INDEPENDENT CONTRACTOR: The Consultant is an independent Contractor and will perform said services as an independent calling and not as an employee of the District. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the District and the Consultant or between the District and any of Consultant's agents or employees. Consultant is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the District's employees and shall not be considered in any way to be the employees of the District. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes, State Unemployment Compensation or Worker's Compensation, or any other purpose.
5. The District will prepare and furnish to the Consultant upon request such existing information as is reasonably necessary for the performance of the Consultant. The Consultant shall provide its own equipment, vehicle, materials, supplies, food, incidentals and tools, etc. which may be required for the proper performance of this Agreement. Each party shall cooperate with the other party.
6. PAYMENT: The total amount to be paid to the Consultant for any and all services satisfactorily rendered inclusive of all expenses, supplies and materials pursuant to this Agreement shall not exceed: _____ (dollar amount).

if this is an Agreement to pay the Consultant by the hour, then this box shall be checked and the hourly rate indicated as follows: _____

(i.e. # of hours X \$rate per hour/day)

It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total not to exceed amount authorized under this Agreement.

The total not-to-exceed amount and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile insurance to the amount required under California State law or more, materials, supplies, taxes, worker's compensation, mileage, travel, incidentals, food and the like.

Payment shall be made to the Consultant within thirty (30) days after receipt of a fully supported and detailed invoice which clearly indicates as applicable, any progress completed, milestones achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work (rounded to the nearest quarter hour increment), subcontract cost, etc. The District will not be obligated to make more than one (1) payment to the Consultant each month.

7. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products and other materials produced by Consultant under this Agreement shall be the sole and exclusive property of District. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer and use copyright or patent any such materials produced by Consultant under this Agreement.
8. **TERMINATION:** The District may at any time and for any reason suspend performance by the Consultant or terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of such suspension or termination. Written notice by the District shall be sufficient to suspend or terminate any further performance of services by the Consultant. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the Consultant shall promptly provide and deliver to the District any and all work product in progress or completed to date including any reports, drafts, electronic information or the like to the District. Unless otherwise identified, notice will be provided to the address shown at the signature block area on the last page of this Agreement. Facsimile notices shall be accepted.
9. **INDEMNIFICATION:** The Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents, and employees from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Consultant or any person, firm or corporation employed by the Consultant upon or in connection with the services called for in this Agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.
 - b. Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the District, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.
 - c. Any and all claims under worker's compensation acts and other employee benefit acts with respect to Consultant's employees or sub Consultant(s) arising out of Consultant's work under this Agreement.
 - d. Any and all loss, liabilities, actions, judgments, interest awards, reasonable attorneys' fees, costs, fines, penalties, damages or expenses from any third party claim against the District arising out of or resulting from Provider's failure to comply with any of the obligations under Section 8 of this Agreement.

The Consultant, at the Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any action, suit or other proceedings as a result thereof.

10. MINIMUM INSURANCE REQUIREMENTS: Consultant shall obtain and maintain the policies of insurance or equivalent program of self insurance and limits as shown below for the duration of this Contract.

- a. Commercial General Liability insurance with limits not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate, unless otherwise agreed in writing by the District.
- b. Automobile liability insurance in an amount not less than \$1,000,000 per accident for all owned, hired and non-owned vehicles.
- c. Workers Compensation as required under California State law.
- d. Professional Liability insurance in an amount not less than \$5,000,000 per occurrence. Such insurance coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Provider in this Agreement.
- e. If Consultant may be providing services to District on District facilities during the time that District students could be present or if Consultant is providing services to District for the benefit of District student, Consultant shall provide specific coverage for Abuse or Molestation with limits not less than \$2,000,000 per occurrence and \$5,000,000 aggregate either by separate policy or by an endorsement to User's Commercial General Liability coverage.
- f. The Provider shall provide a Certificate(s) of Liability Insurance using ACORD Form 25, indicating the required insurance coverages within ten (10) days of the effective date of this Agreement NAMING THE DISTRICT AS ADDITIONAL INSURED on the Commercial General Liability policy using endorsements CG 20 10 and CG 20 37.
- g. The policies indicated in paragraphs 10.a., 10.b, 10.c, 10.d, and 10.e. shall include a waiver of subrogation endorsement in favor of District.
- h. The policies indicated in paragraphs 10.a. and 10.b. shall include a primary, non-contributory endorsement in favor of District or District's insurance or self-insurance program.

- ☒ Certificate of Insurance Attached with endorsements as specified
- ☒ Workers Compensation Certificate Attached OR
- ☒ Sole Proprietor/ NO Workers Comp. Certificate Needed
- ☒ Proof of TB clearance for all employees working individually with students
- ☒ Criminal records check...Department of Justice Fingerprint Clearance is required before commencement of services, see form attached IF working individually with students
- ☒ Site must run consultant/s thru Meganslaw.ca.gov search if consultant is on a school site. Site shall attach proof of this to contract

11. The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g., hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the code.

12. ASSIGNMENT: This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
13. COMPLIANCE AND CERTIFICATION: The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies and ordinances and workers' compensation laws. The Consultant represents and warrants it does not have any potential, apparent or actual conflict of interest relating in any way to this Agreement. The consultant and any of its employees and/or sub Consultant(s) are NOT presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any agency.
14. The Consultant, if an employee of another public agency, certifies that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually performed pursuant to this Agreement.
15. Any modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes:
- a. Increase dollar amounts
 - b. Effect administrative changes
 - c. Effect other changes as required by law.
16. CONFLICT OF INTEREST: Consultant represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance or services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by the Consultant. Consultant will take all necessary steps to avoid the appearance of a conflict of interest and shall have duty to disclose to the District prior to entering this Agreement any and all circumstances existing at such time which would pose a potential conflict of interest.
17. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written Agreements.
18. GOVERNING LAW: This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in San Bernardino County, California.
19. CONFIDENTIALITY: All communications and information obtained by the Consultant from the District relating to this Agreement and all information developed by Consultant under this Agreement are confidential. Should there be a need for the Consultant to maintain on its server(s) and/or other data storage media, personnel and/or student information protected by the Family Educational Rights and Privacy Act Regulations 34 CFR Part 99 (FERPA) or the Health Insurance Portability and Accountability Act (HIPAA), Consultant must take appropriate measures to ensure the security of said information and maintain its confidentiality according to applicable regulations.

Authorized representatives of the parties have executed this Agreement as indicated below.

Consultant:

Ensemble Therapy

Consultant/Firm Name

75100 Mediterranean

Consultant Address

Palm Desert, CA 92211

City, State, Zip

Mikomi Salaam El Himri

(Signature, Authorized Representative)

760-837-0033

(Telephone)

mikomi@ensembletherapyservices.com

(email address)

April 5, 2024

(Date)

District Board of Education Approval Date: _____

District Requisition Number: _____

District:

Redlands Unified School District 20

West Lugonia Ave. Redlands, CA 92374

Assistant

Superintendent, Business Services
Chief Business Official

Supervisor/ Principal/ District Administrator

Funding Administrator (if Applicable)

4-24-24

(Date)

P.O. Number: _____



II. DEFINITIONS

Any defined word not defined in this Coverage Part will have the meaning assigned to it in the General Terms and Conditions.

Accident means a sudden and unintended event that causes **bodily injury** to a third party regardless of fault.

Additional insured means any person or entity to whom, or to which, an **insured entity** is obligated by a written contract, agreement or permit:

- (i) to add to this policy as an additional insured for its liability; or
- (ii) to hold harmless or indemnify such person or entity,

provided such person or entity is an **insured** solely for **bodily injury** or **property damage** arising out of an **occurrence**, or **personal and advertising injury** arising out of an offense, for which such person or entity is vicariously liable because of acts or omissions committed by the **insured** and only to the extent of the limits of insurance required by such contract, agreement or permit, not to exceed the Limits of Liability of this policy. Provided such written contract, agreement or permit was executed prior to the **bodily injury**, **property damage** or offense giving rise to the **claim**.

There will be no coverage available for any actual or alleged **bodily injury**, **property damage**, or **personal and advertising injury** arising out of the acts or omissions by any **additional insured**.

Employee means a person whose work is engaged and directed by an **insured entity**, including: any permanent, part-time, seasonal, leased or loaned workers, **temporary workers**, students, and volunteers. An **employee** will not include an **independent contractor**.

Executive officer means any natural person duly authorized director, officer, trustee or governor, or management committee member of an **insured entity**, acting in such capacity.

Fungi means any form of fungus, including but not limited to, yeast, mold, mildew, rust, smut or mushroom, and including any spores, mycotoxins, odors, or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of fungi. **Fungi** will not include any fungi intended by an **insured** for human consumption.

Impaired property means tangible property, other than **insured product** or **insured work**, that cannot be used or is less useful because:

- (i) it incorporates **insured product** or **insured work** that is known, or thought, to be defective, deficient, inadequate or dangerous; or
- (ii) the **insured entity** has failed to fulfill the terms of a contract or agreement,

if such property can be restored to use by the repair, replacement, adjustment or removal of **insured product** or **insured work**, or the **insured entity's** fulfilling the terms of the contract or agreement.

Insured contract means:

- (i) a contract for a lease of premises, provided that portion of the contract for a lease of premises that indemnifies any person or entity for damage by fire to premises while rented to the **insured entity** or temporarily occupied by the **insured entity** with permission of the owner is not an **insured contract**;
- (ii) a sidetrack agreement;



Rate Sheet: School Therapy Services

Service Line:	Provider Cost Per Hour
<u>Speech Therapy:</u> <ul style="list-style-type: none"> In-Person CCC-SLP SLPA 	\$115.00 per hour \$90.00 per hour
<u>Occupational Therapy:</u> <ul style="list-style-type: none"> OTR COTA 	\$115.00 per hour \$90.00 per hour
<u>Physical Therapy:</u> <ul style="list-style-type: none"> DPT PTA 	\$115.00 per hour \$90.00 per hour
<u>Psychotherapy:</u> <ul style="list-style-type: none"> Psychologist LMFT 	\$130.00 per hour \$110.00 per hour
<u>ABA:</u> <ul style="list-style-type: none"> BCBA Mid-Tier (Master's Level) Supervisor Behavior Technician (BT) 	\$110.00 per hour \$70.00 per hour \$50.00 per hour
<u>Instructional Services:</u> <ul style="list-style-type: none"> Special Education Teacher Paraprofessional 	\$115.00 per hour \$38.00 per hour
<u>Individual Evaluations:</u> <ul style="list-style-type: none"> Individual Annual/Triannual Evaluation with report writing (excludes AAC evaluations) 	\$1,000.00 per evaluation
<u>AAC/AT Evaluation:</u> <ul style="list-style-type: none"> AAC Evaluation with report writing (includes trialing, system recommendation, access methods needed, etc.) 	\$1,500.00 per AAC evaluation
<u>Additional Services:</u> <ul style="list-style-type: none"> FBA, Teacher/Staff Training, IEP Attendance, Progress Reports, Parent Training/Questions, Consults, etc. 	Billed at the standard hourly rate per clinician
<u>Administrative Support:</u> <ul style="list-style-type: none"> Scheduling, reassignments, & administrative support to behavior intervention program 	\$40.00 per hour

**Clinician caseload not to exceed more than 55 students*



STAFFING SERVICE AGREEMENT

This Staffing Agreement (hereinafter "Agreement" or "Contract") is entered into this 1st day of (April) by and between **Redlands Unified School District** (hereinafter "Client" or "(RUSD)") and **Easy Speech Pathology, Inc. DBA: Ensemble Therapy** (hereinafter "Ensemble Therapy") with an office located at 75100 Mediterranean Avenue, Palm Desert, CA 92211. Ensemble Therapy is in the business of recruiting Therapists and referring them to work in Client facilities. Given that the Client may be in need of Therapists to staff its location(s), the Client and Ensemble Therapy do hereby agree as follows:

DEFINITIONS

As used in the Agreement, the following definitions will apply to the capitalized terms indicated below:

- (a) "**Client or (RUSD)**" means **Redlands Unified School District**
- (b) "**Initial Term**" means, period from 12:01 AM, April, 1, 2024, until 11:59 June, 6, 2024. and any subsequent School Year after the Initial Term is completed.
- (c) "**School Year**" means, period from August, 9, 2023, through June, 6, 2024 (i.e., 180 school days)
- (d) "**Therapist or Therapists**" means Speech Language Pathologists, Occupational Therapists, Physical Therapists, Certified Occupational Therapy Assistants, Physical Therapy Assistants, Speech Language Pathology Assistants, School Psychologists, Special Education Teachers, Behavior Technicians or Paraprofessionals directly employed by or directly contracted with Ensemble Therapy.

TERM OF AGREEMENT

The Agreement will be in effect until terminated by either party. It is acknowledged that Ensemble Therapy is making a substantial upfront investment in time and money to meet the staffing needs of the Client. As such, it is agreed that neither party may terminate this Agreement during this Initial Term. Such termination will have no effect upon the rights and obligations under this Agreement resulting from any Therapist hired prior to the effective date of the termination, which rights and obligations shall survive such termination.

RESPONSIBILITIES OF ENSEMBLE THERAPY

1. Provide Therapists who are employed or contracted by Ensemble Therapy to the Client to function as staff for the Client to provide services for the School Year.
2. Provide Therapists to fill the specific positions that the Client requires and indicates.
3. If the Client requests additional days of service that exceed 180 school days (i.e., ESY, compensatory services, etc.), Ensemble Therapy will contract Therapists to function as staff for the Client.
4. Provide the following administrative support resources to manage the deployment of employees and/or contractors employed by Ensemble Therapy on behalf of the Client.
 - a. One (1) Director level position responsible for the overall design and implementation of Ensemble Therapy school business
5. Provide the Client with professional background information on each Therapist prior to commencement of placement in said therapy assignment. Information to be provided will include, but not limited to copies of Therapists' Licensure, Live Scan clearance, TB test clearance, professional liability policy, etc.
6. Provide a criminal background check on Therapists under applicable state laws.
7. Provide Workers Comp and Malpractice Insurance for each Therapist employed by Ensemble Therapy provided to Client. Liability insurance is in the amounts of \$1,000,000/\$3,000,000. See CONSULTATION AGREEMENT MIN. REQUIREMENTS
8. Provide therapy supplies and therapy testing materials deemed necessary by Director to deliver therapy services to the Client's students for which Ensemble Therapy is being hired to serve.

RESPONSIBILITIES OF CLIENT



1. Accept Therapists as stated under above Easy Speech Pathology, Inc. specified terms of Agreement.
2. Accept that Therapists such as Occupational Therapists, Physical Therapists, and Speech Therapists service caseloads will not at any time exceed 55 students per Therapist.
3. Notify Ensemble Therapy representative within 24 hours in writing, detailing appropriate and valid evidence of unsatisfactory performance or conduct of any Therapist under Ensemble Therapy.
4. Issue payment to Easy Speech Pathology, Inc. within 30 days from date of invoice.
5. Notice of cancellation:
 - a. If the Client wishes to cancel the Agreement for any reason during the Initial Term and/or during any subsequent School Year, the Client agrees to provide Ensemble Therapy with 30-day written notice sent via registered ~~mail~~ **EMAIL**.
6. Agree to pay Ensemble Therapy the fees for contracted services as shown in Addendum A. Client agrees not to directly or indirectly employ, contract, contract through or to a third party, refer to an affiliated or unaffiliated entity or person, a Therapist provided or referred by Easy Speech Pathology, Inc. for a period, equal to the later of one year past A) one year following completion of work done by the Therapist for the Client and B) submission of a candidate to Client for consideration of assignment or permanent hire.
7. To ensure quality and resolve any potential performance issues, Client agrees to immediately notify Easy Speech Pathology, Inc. in writing of specific concerns so that they may be resolved. In the event that any productivity requirements as part of any future verbal or written agreement, Client agrees to notify Ensemble Therapy in writing within 24 hours of Therapists' productivity is below the minimum productivity requirements. Regardless of any past or future verbal or written agreements, Ensemble Therapy will not be responsible in any way for productivity levels that do not meet the minimum for events that include but are not limited to census levels, patient unavailability, or other factors that are not directly controllable by Therapist.
8. Neither Ensemble Therapy. nor any of its Therapists may bill the patient or health insurance program for the covered services in compliance with Medicare Ruling section 1861(w) of the Act 42 U.S.C. 1395x (w), covered services furnished under arrangements must be billed through the Client, exclusively and receipt of payment by the Client for such services on behalf of an entitled individual discharges the liability of such individual or any other person to pay for such services.

INDEMNIFICATION

Ensemble Therapy. shall be indemnified and held harmless by the Client against and with respect to all damages, losses, obligations, liabilities, liens, deficiencies, costs and expenses, including without limitation, reasonable attorney's fees and other costs incident to any suit, action, investigation, claim or proceedings to which Easy Speech Pathology, Inc. provides administrative functions under the Agreement.

In consideration of the mutual promises set forth herein, both parties do adopt this Agreement.

Redlands Unified School District
20 W Lugonia Ave
Redlands, CA 92374

Client Representative

4-24-24

Date

Ensemble Therapy
75100 Mediterranean Avenue
Palm Desert, CA 92211



Mikomi Salaam-El Himri (Apr 1, 2024 17:15 CDT)

Mikomi Salaam-El Himri, Director of School Programs

04/01/2024

Date