

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:

ew Directoins Solutions LLC (Procare Therapy)

Consultant/Firm Name

Consultant Address

City State Zip

New Direction Solutions, LLC dba ProCare Therapy



Nicole Barletta

Division Director

May 24, 2024 13:20 UTC

IP: 12.34.60.210


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)

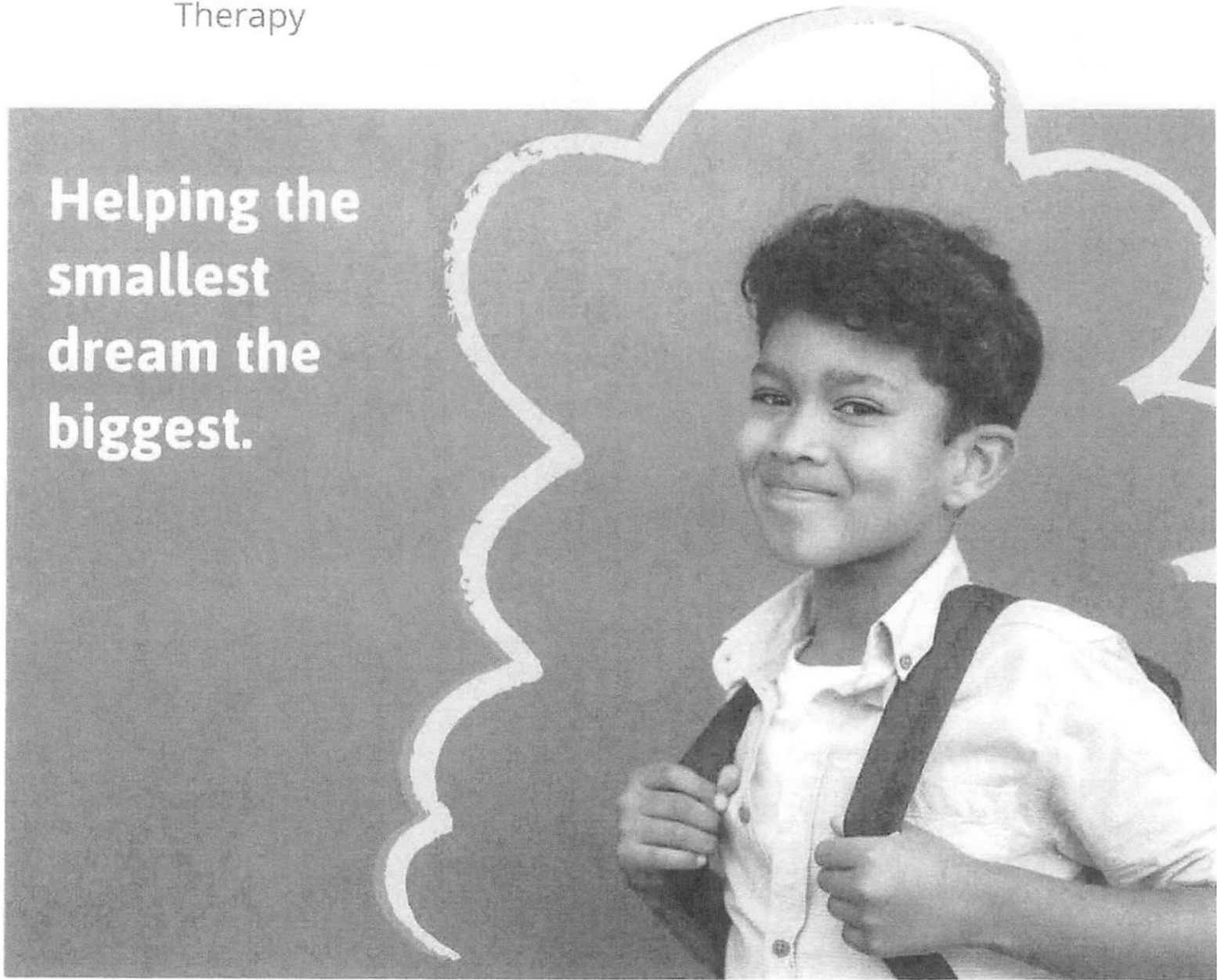
6-12-24
(Date)

District Board of Education Approval Date: _____

District Requisition Number: _____

P.O. Number: _____

**Helping the
smallest
dream the
biggest.**



ProCare Therapy
24/25 School year – Staffing Overview

ProCare Therapy works with over 600+ public school districts throughout California noted in the image below. (Not including private/charter/day program institutions). In general, California holds the highest number of speech pathologist, school psychologist, RN, and educator contract placements across all states.

It's a fact that school districts are struggling to find staff. As a contracting agency, we **understand** that districts must go through the proper channels of hiring, such as posting the job online, some even offering incentives at times to entice prospective applicants. For the large majority, this still doesn't solve the overarching staffing issues many districts across California face.

What many school districts are lacking, and where we excel, is **external staffing power**. At ProCare, we have a team of 300+ recruiters dedicated to finding your district good fitting candidates. Our recruitment power extends well above a district's recruitment capabilities, and we have access to numerous resources to find suitable contract employees.

Let us assist you and your district minimize the stress of staffing, simplify the staffing process, and find a suitable and well-fitting candidate.



ProCare Therapy

ProCare Therapy is a leading provider of school-based professionals for school districts nationwide. Over the years, we've created partnerships with the industry's top school associations allowing us to recruit and train skilled healthcare professionals from a variety of sources. The focus of our efforts is to improve the quality and availability of therapy and special educational services in public schools.

At ProCare, we're professionals who *care* about what we do. We believe that reliability is not an option, simplicity is beautiful and that it's okay to stand out in a crowd, especially when you're standing out in front. As a true partner in education and one of the nation's most trusted providers of school-based therapy, we foster an environment of idea sharing, mentor support and professionalism in a positive atmosphere that begins in our administration department and continues throughout our entire organization.

ProCare's Promise

We promise to be your true partner in education. What does that mean? It means that we will work side-by-side with your current staff to help your students reach their full potential and receive the high quality of care they deserve. It means that we take it upon ourselves to be thought leaders and immerse ourselves in the education industry, staying on top of trends both nationally and locally in California. It means that since 1997 we've been dedicated solely to connecting special education professionals to the school systems that need them most - and that makes us your partner, not just your provider.

ProCare's Experience

ProCare Therapy has provided school districts across the country with healthcare staffing solutions since 1997. During that time, our firm has developed long-standing relationships with clients in over 40 states. We currently provide customized healthcare staffing solutions to a total of 700+ clients.

ProCare's goal is to meet the growing demand for therapy services in school districts across the country by providing unparalleled service and highly qualified candidates. We are here to be an asset to the children we serve, a partner to the schools we service and a resource for talented school professionals.

Primary Contact

To make things as simple and efficient as possible, we adopted a 'full-desk' model. With this system, our Directors of Educational Resources act as account manager and recruiter, so your needs aren't lost in translation and you have the same contact throughout the lifecycle of your account.

Chris Manning will work with you directly as your Director of Educational Resources. Please see below for her contact information:

Chris Manning
Phone: 904-638-2182
chris.manning@procaretherapy.com

Hourly Rates

Service Offering	Hourly Rates
Speech Language Pathologist	\$110-120
SLPA	\$90-\$105
Occupational Therapist	\$105-115
BCBA	\$89-108
Physical Therapist	\$105-125
School Psychologist	\$115-125
Social Worker	\$95-100
School Counselor	\$77-95
Nurse (RN)	\$85-95
Nurse (LVN)	\$75-85
Certified Nursing Assistant	\$50-55
Registered Behavior Technician	\$65-75
Paraprofessional/ Behavioral Aide	\$55-60
Adaptive Physical Education Teacher	\$95-105
Deaf & Hard of Hearing Teacher	\$95-105
Sign Language Interpreter	\$85-95
BCBA	\$105-115
Virtual Speech Language Pathologist	\$115-\$145
Virtual Physical Therapist	\$97-\$110
Virtual Occupational Therapist	\$94-\$138

Hourly rates are subject to change based on local level of needs, candidate experience, and position requirements.

ProCare Therapy and VocoVision require all candidates to submit to a background check, state-specific fingerprinting, reference checks, licensure verification, board verification when applicable, as well as complete our required onboarding process.

Chris Manning, Department Manager

Phone: 904-638-2182

chris.manning@procaretherapy.com