

Independent Service Contract
Alameda Unified School District and Bright Path Therapists
Occupational Therapy Services

This CONTRACT is made and effective on August, 15, 2018 by and between Bright Path Therapists ("BPT") and Alameda Unified School District ("AUSD").

1. Services: BPT will provide AUSD with the following services as requested:

Professional occupational therapy services delivered in a school-based instructional model. The services include direct services to students, consultation, coordination, and collaboration with special and general education teams, appropriate documentation, and oversight of BPT's Occupational Therapy ("OT") service delivery. BPT will follow state and federal education codes, best practices, and ethical standards as well as comply with program guidelines of AUSD provided to BPT.

2. Term of Contract and Termination: This Contract shall become effective for the period August, 15, 2018 through June 30, 2019. This contract thereafter shall automatically renew for a one year term on June 30th of each successive year unless terminated in writing 60 days prior to renewal date. Each party may terminate this Contract at any time by giving sixty (60) business days written notice to the other party as described under the Notice heading of this Contract. Should either party materially breach this Contract or default in the performance of this Contract, the party that is not in breach may terminate this Contract by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

3. Relationship of the Parties: It is the express intent of the parties that BPT is an independent company and not an employee, agent or partner of AUSD. Nothing in this Contract shall be interpreted or construed as creating the relationship of employer and employee between AUSD and BPT. The parties acknowledge that BPT and its employees and contractors are not AUSD's employees for state or federal tax purposes or any other purpose.

4. Requested Therapy Services: BPT will use its best efforts to provide AUSD with any requested services. BPT does not guarantee that BPT will be able to fulfill any given request for services. BPT shall not be responsible for any loss or claim of damage whatsoever incurred by AUSD in the event that BPT cannot provide therapists to provide contracted services. Please note that BPT's employees are "At Will" and cannot be required to provide notice of termination.

5. **Fees:** In consideration for the timely and satisfactory performance of services, AUSD agrees to pay BPT for services rendered at the following rates of pay:

Inclusive Model

Regular School Year

- OT Inclusive Services: \$77.00/hr.

Extended School Year

- OT Inclusive Services: \$94.00/hr.

Inclusive Services are comprised of direct contact with students to include direct treatment (individual and group) and evaluations/triennials/annuals, as well as consult time, preparation, documentation, travel between schools/districts, mandatory meetings and administrative tasks.

Workload management is an ongoing process and therapist's caseloads will be set and managed based on workload rather than number of students. Weekly hours can increase or decrease based on changes in workload.

The fee schedule above is subject to change at the end of each school year. BPT will provide notice of any rate changes via email.

6. **Payment for Services:** AUSD will pay for services rendered upon submission of an invoice by BPT on a monthly basis payable net forty-five (45). Upon early termination of this Contract, all fees incurred will be payable upon submission of a final invoice. Any amounts past due shall accrue interest at a rate of eighteen (18) percent per annum from the due date until paid in full.

7. **Specific Trainings/Requirements:** AUSD agrees to compensate BPT for any BPT employee time spent on AUSD specific orientation, meetings, training, or professional development at the hourly rates established in the Fees section of this Contract.

8. **BPT Taxpayer Information:** BPT's Tax Identification Number for tax reporting purposes is 45-4208260. BPT agrees to furnish a completed IRS Form W-9.

9. **Confidentiality and Professional Standards:** BPT acknowledges and agrees that BPT may have access to confidential information, including information about clients and/or personnel of AUSD. BPT agrees and acknowledges that AUSD's sole purpose in disclosing confidential information to BPT or allowing BPT access to such information is to aid BPT in performing services under this Contract. BPT agrees to receive and hold such information in the strictest confidence, will not divulge any confidential information except in accordance with AUSD's policies, and will use BPT's best efforts to protect the confidentiality of such information.

BPT also agrees to adhere to any and all standards of professionalism and ethics that may apply to the performance of services under this Contract.



Bright Path Therapists

10. Insurance: BPT shall, at BPT's sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from an insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with BPT's fulfillment of any of its obligations under this Contract:

A. Commercial General Liability Insurance, including both bodily injury and property damage, with limits as least as broad as follows and includes Sexual Molestation and Abuse coverage:

\$2,000,000 per occurrence

\$ 100,000 fire damage

\$ 5,000 medical expenses

\$1,000,000 personal & advertising Injury

\$2,000,000 general aggregate

\$2,000,000 products/completed operations aggregate

B. Business Auto Liability Insurance for all owned scheduled, non-owned or hired automobiles with a \$2 million combined single limit. If no owned automobiles, then only coverage for hired and non-owned vehicles is required. If BPT uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other service locations approved by the LEA/school, BPT must also comply with State of California auto insurance requirements.

C. Workers' Compensation and Employers Liability Insurance in a form and amount covering BPT's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$2,000,000/\$2,000,000/\$2,000,000 Employers Liability

D. Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, with the following limits: \$1,000,000 per occurrence/\$3,000,000 general aggregate

11. Fingerprinting: BPT conducts DOJ and FBI fingerprint clearance checks in accordance with the Non-Public Agency requirement of the California Department of Education Educational Code section 44237 for all BPT staff working onsite at AUSD. If AUSD requires that BPT's staff obtain a separate fingerprint check this may be completed at AUSD's expense.

12. Annual and Triennial Assessments: AUSD agrees to compensate BPT for any BPT employee time spent on AUSD specific Annual and Triennial assessments and meetings at the hourly rates established in the Fees section of this Contract.

13. Non-Solicitation: AUSD agrees that during the term of this Contract and twenty-four (24) months after the termination thereof, the AUSD will not, directly or indirectly, on its own behalf or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any therapist that was referred to AUSD in any form or fashion by BPT, whether or not the therapist actually provided services to AUSD. This non-solicitation clause shall survive the termination of this Contract. Notwithstanding the non-solicitation clause above, the AUSD shall have the right, after a given BPT therapist has worked for 24 months at AUSD, to offer to directly employ the

therapist. If such offer is made and accepted, AUSD shall compensate BPT three (3) months of the gross annual full-time salary that AUSD pays for the position.

14. Indemnification: BPT agrees to indemnify and save harmless AUSD and its respective officers, agents and employees from any and all loss, cost, damage, injury, liability, demands, expenses, obligations and claims including, without limitation, interest, penalties, and reasonable fees and costs of Attorneys, that AUSD may incur or suffer and that arise, result from, or are related to any breach or failure of BPT to perform any of the representations, warranties, and agreements contained in this Contract other than as noted elsewhere in this Contract.

AUSD agrees to indemnify and save harmless BPT and its respective officers, agents and employees from any and all loss, cost, damage, injury, liability, demands, expenses, obligations and claims including, without limitation, interest, penalties, and reasonable fees and costs of Attorneys, that BPT may incur or suffer and that arise, result from, or are related to any breach or failure of AUSD to perform any of the representations, warranties, and agreements contained in this Contract other than as noted elsewhere in this Contract.

15. Entire Contract: This Contract represents the entire and integrated contract between BPT and AUSD and supersedes all prior understandings, negotiations, representations, or contracts.

16. Severability: If any term, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

17. Modification, Amendment, Waiver: No modification or amendment of any provision of this Contract shall be effective unless approved in writing and signed by both parties. The failure of a party to enforce any of the provisions of this Contract shall in no way be construed as a waiver of such provisions and shall not affect the right of either party thereafter to enforce each and every provision hereof in accordance with its terms.

18. Counterparts: This Contract may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties specifically agree that signatures on this Contract received by facsimile or electronic transmission (e.g., a portable document format (pdf) version) shall be legally binding and that each party is entitled and authorized to rely on the signatures transmitted by facsimile or electronically of the other party as if they were original signatures.

19. Governing Law: The laws of the State of California shall govern this Contract and all actions arising out of the performance of this Contract. Venue for all litigation relative to the formation, interpretation and performance of this Contract shall be in the City and County of San Francisco.

20. Attorneys' Fees: If any action at law or in equity is brought to enforce or interpret the provisions of this contract, the prevailing party shall be entitled to reasonable attorney's fees and costs.

21. Notices: Any notice required or permitted to be given under this Contract shall be deemed to have been given, served and received if given in writing and personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or facsimile transmission, sent to the mailing address or fax number detailed below.

22. Additions and Changes: These terms may be amended if agreed to in writing by both parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

Bright Path Therapists

By: T. Zimring 08/22/18
Signature Date

Tonya Zimring, MS, OTR/L, Founder/Director
Name/Title of Authorized Representative

Alameda Unified School District

By: Kirsten Zazo 8/22/18
Signature Date

Kirsten Zazo, Chief Student Support Officer
Name/Title of Authorized Representative

By: _____
Signature Date

Name/Title of Authorized Representative
Approved as to form:

UTD

General Counsel

Alameda Unified School District

Notices to BPT shall be addressed to:

Tonya Zimring, Director/Founder

Name and Title

Bright Path Therapists

45 Alta Vista Way

Address

San Rafael CA 94901

City State Zip

415-689-1700 415-689-7773

Phone Fax

Tonya@brightpaththerapists.com

Email

Notices to AUSD shall be addressed to:

Kirsten Zazo, Chief Student Support Officer

Name and Title

Alameda Unified School District

2060 Challenger Dr., Alameda, CA 94501

Address

Alameda CA 94501

City State Zip

510.337.7095 510.337.7018

Phone Fax

kzazo@alamedaunified.org

Email

Occupational Therapy Service Estimate**Alameda Unified School District ("AUSD")****Regular School Year**

For the 2018-2019 regular school year AUSD has requested that we provide two Occupational Therapists ("OT"), one full-time (40 hr/wk) and one OT two days a week (16 hr/wk). These calculations are subject to change based on any changes to the needs of AUSD.

Therapist	Cost and Duration of Session	Number of Sessions per wk/mo/yr	Number of Sessions	Estimated Total Cost
Sarah Easton, OTR/L	\$77.00/hr	40 hr/wk	38	\$117,040.00
Sherin Thomas, OTR/L	\$77.00/hr	16 hr/wk	38	\$46,816.00

Total: \$163,856.00