



SERVICE AGREEMENT

This Service Agreement (hereafter referred to as "**Agreement**") dated March 2, 2022, between Community Rehab Associates, Inc., a Florida corporation (referred to as "**Company**") and School Board of Hernando County, Florida (referred to as "**School District**"), (collectively referred to as "**Parties**"), effective for the 2022-2023 school year, to be extended on a yearly basis with mutual consent.

The Parties agree as follows:

1. Duties

During the engagement of this Agreement, the Company will provide therapy services upon the request of the School District (collectively referred to as "**Services**").

2. Duration

Services will be ongoing, without lapse, throughout the duration of this Agreement.

3. Payment

The School District shall pay the Company for the labor to be performed under this Agreement in the following sum:

Speech Language Pathologist M.S. (CCC-SLP)	\$62.00 per hour
Occupational Therapist (OT)	\$60.00 per hour
Physical Therapist (PT)	\$60.00 per hour
Speech Language Pathologist – Clinical Fellow (CF-SLP)	\$60.00 per hour
Occupational Therapy Assistant (COTA)	\$50.50 per hour
Physical Therapy Assistant (PTA)	\$50.50 per hour
School Psychologist	\$65.00 per hour

Additional positions may be filled at the request of the School District. Payment for any positions not listed above will be agreed upon mutually with an amendment to this contract.

If and when therapists are required to travel between work sites in a single day, School District shall pay Company for travel time.

The Company will submit an invoice to the School District on a bi-weekly basis. The School District will pay the amount due within 60 days of the invoice date. The therapy services will be discontinued if payment is not made within 90 days. If the amount is not paid within 120 days the account may be sent to a collection agency for the balance of the amount plus any expenses resulting from the involvement of the collection agency.

4. Responsibilities

The services provided will be in accordance with the eligibility criteria and service model of the School District.

The School District will be responsible for the following:

- Provide all evaluations and therapy materials
- Making available all student records and information relevant to and for the purpose of services being provided, or to be provided
- Providing space for the assigned Therapist(s) to work with the students
- Provide training for completion of encounter logs and other required paperwork

The Company shall be responsible for the following:

- Provide qualified Therapist(s) as ordered by the School District. A candidate holding a State of Florida license is preferred, but bachelor-level assistants may be considered if



- jointly agreed upon by Company and School District.
- b. Providing assessment and direct consultative services as jointly agreed upon by the Therapist(s) and School District and subject to rules for therapists for Florida Public Schools
 - c. The Therapist(s) will attend staffings, multidisciplinary team meetings, and therapy meetings as necessary
 - d. Complete encounter logs and other paperwork for each student. Paperwork will be maintained at the location designated by the School District

5. Confidentiality

The Company shall agree that all student information is confidential and the therapists employed by the Company shall hold the same in confidence, shall not use the confidential information other than for purposes of its business with the School District, and shall disclose it only as prescribed by school board officials.

6. Professional Liability / Medical Malpractice

The Company shall procure and maintain for the life of this agreement, Professional liability / Medical Malpractice Insurance. The minimum limits of coverage shall be \$300,000 per occurrence.

7. Background Check

The Company, its employees, officers, agents, independent contractors or other persons performing services for the Company and having any contact with students, shall undergo a level 2 criminal background screening through the School District's Safety and Security department prior to rendering any services to students. If any person screened pursuant to this section is not cleared by Safety and Security, said person shall have no contact with any students. Any violation of this paragraph shall be considered a material breach of this agreement and cause for the School District to cancel it.

8. Assignability

This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns, including any entity with which to into which the Company may be merged or which may succeed to its assets or business.

9. Non-Compete

The School District agrees not to actively recruit the Company's employees within two (2) years of their hire date with the Company. Active recruitment would constitute a face-to-face meeting, telephone call or correspondence initiated by District staff. The School District also agrees not to hire the Company's employees who are paid a signing or relocation bonus within two (2) years of their hire date with the Company. In conjunction herewith, the Company acknowledges that the School District will be creating and/or posting open positions for OT/ PT / Speech services throughout the life of this agreement. The Company agrees that should one of its employees apply for a position with the School District within two (2) years of their hire date with the Company, the Company's only course of action is against the employee and not the School District (provided the District has not "recruited" the employee within the meaning of this paragraph).

10. Entire Agreement

This Agreement constitutes the entire understanding of the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.

11. Amendment

This Agreement may be amended or modified only by a written instrument executed by the Company and the School District.

12. Partial Invalidity

If any term or condition of this Agreement shall be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement, and such term or condition except to such extent or in such application, shall not be affected thereby and each and every term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law.



13. Counterparts; Facsimile

This Agreement may be executed by any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A party's receipt of a facsimile signature page to this Agreement shall be treated as the party's receipt of an original signature page.

14. Titles and Heading

Titles and headings to sections herein are for purposes of reference only, and shall in no way limit, define, or otherwise affect the provision herein.

15. Indemnification

The Company agrees to indemnify, hold harmless and defend the School District, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which the School District, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Company, its agents, servants or employees; the Company's equipment, its agents, servants or employees while such equipment is on premises owned or controlled by the School District; or the negligence of the Company or the negligence of its agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including the School District's property, and injury or death of any person whether employed by the Company, the School District or otherwise.

16. Choice of Law and Venue

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Fifth Judicial Circuit of Hernando County, Florida.

17. Parties Acknowledgments

The parties acknowledge and agree to each of the following items:

- a. It is executing this Agreement voluntarily and without and duress or undue influence by the Company or anyone else.
- b. It has carefully read this Agreement. It has asked any questions needed for it to understand the terms, consequences and binding effect of this Agreement and fully understand them.
- c. It sought the Advice of an attorney of its choice if it wanted to before signing this Agreement.



[Signatures on Page 4]

SIGNATURES TO SERVICE AGREEMENT:

COMPANY:

COMMUNITY REHAB ASSOCIATES, INC.,
A Florida corporation
3950 3rd Street North, Suite D
Saint Petersburg, Florida 33703

Date: 3/2/2022

By: *Kelly McDonnell*

Name: Kelly McDonnell, MS, CCC-SLP

Title: CEO and Director of Therapy Services

SCHOOL DISTRICT:

School Board of Hernando County, Florida
919 North Broad Street
Brooksville, FL 34601

Date: _____

Approved as to Form

By: _____ *Nancy McClain Alfonso*

Name: Gus Guadagnino

General Counsel, HCSB

Title: Chairman, School Board of Hernando Co.

Date: _____

By: _____

Name: John Stratton

Title: Superintendent, School Board of Hernando Co.

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB