

## ADDENDUM TO CONTRACT

### North Kitsap School District

CareerStaff Unlimited and North Kitsap School District have agreed upon a \$74.00 an hour bill rate for Occupational Therapy services starting August, 2016.

CareerStaff Unlimited will provide their employee, **Jennifer Taylor** to North Kitsap School District for Occupational Therapy services. The 1.0 (Monday – Friday) position will be from the beginning of the 2016 school year through the end of the 2016/17 school year, 7.5 hours per day, for student contract days only.

#### Negotiated Hourly Bill Rate:

|                        |         |
|------------------------|---------|
| Occupational Therapist | \$74.00 |
|------------------------|---------|

It is understood that CSUS is not a recruiting service and Facility agrees to notify CSUS of its intent to hire any personnel who previously was referred to Facility by CSUS during the preceding twelve (12) month period. In addition, facility also agrees and warrants paying CSUS a buyout of the employee's agreement at \$20,000 for a PT, OT, School Psych or SLP and \$15,000 for a PTA, or COTA.

- Therapist will work student contract days only, as per North Kitsap School District's calendar.
- No Holidays will be paid.
- North Kitsap School District will be billed 7.5 hours/day unless employee leaves early on his/her own account.
- Overtime may only be worked with prior approval from direct supervisor.
- A signed addendum is necessary for us to continue to provide services.

**COMPANY: CAREERSTAFF UNLIMITED**

**Sign Name:** Cassandra Larson

**Print Name:** Cassandra Larson

**Title:** Market Manager

**CLIENT: NORTH KITSAP SCHOOL DISTRICT**

**Sign Name:** Lori Kingery

**Print Name:** Lori Kingery

**Title:** Assistant Director  
Special Education

*Service Agreement*  
*North Kitsap School District*

AGREEMENT made to be effective October 15, 2015 between CAREERSTAFF UNLIMITED, 6004 Westgate Blvd. Suite 220, Tacoma, WA 98406, hereinafter referred to as "CAREERSTAFF", and NORTH KITSAP SCHOOL DISTRICT located at 18360 Caldart Avenue Northeast, Poulsbo, WA 98370 hereinafter referred to as "DISTRICT".

**RECITALS**

The DISTRICT is located at the above stated address. The DISTRICT wishes to make available to its students, therapy services consisting of evaluation, consultation, and treatment.

Therapists provided by CAREERSTAFF are qualified in the State of Washington to provide their services to DISTRICT schools. CAREERSTAFF is engaged in the business of performing therapy services on a temporary or contractual basis, as an independent contractor, at DISTRICT.

**I. RESPONSIBILITIES OF CAREERSTAFF UNLIMITED:**

- A. Provide the following services:**
1. Staffing personnel for DISTRICT students as required by signed Individual Educational Programs (IEP).
  2. Conduct Evaluations and participate as a member of a multi-disciplinary team.
  3. Consulting services to teachers, staff, and students as requested and/or directed by the DISTRICT.
  4. Record keeping and reports as requested by the DISTRICT and in keeping with the requirements of the practice of therapy.
  5. Attendance at any required meetings or conferences at the DISTRICT's request.
- B. CAREERSTAFF therapist will follow the DISTRICT's policies and procedures related to delivery of therapy services to students.**
- C. CAREERSTAFF shall provide proof of professional liability insurance with minimum limits of one million dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate coverage, with Five Million Dollars (\$5,000,000) umbrella coverage, current business license, federal employer I.D. number, and worker's compensation insurance.**
- D. CAREERSTAFF shall maintain and provide to the DISTRICT upon written request, the following information for any personnel:**
- a. A copy of that individual's current license, registration, or certification.
  - b. Proof of completion of educational requirements, including continuing education where such is required.
  - c. A completed I-9 form
  - d. Proof of insurance coverage, as such is defined herein
  - e. Verification of PPD screening
  - g. Verification of Criminal Background Investigation
- E. CAREERSTAFF shall hold the DISTRICT and its officers, agents, and employees harmless from all suits, claims, or liabilities of any nature, including cost and expenses for or on account of the injuries or damages sustained by any person or property resulting in whole or in part from negligent activities or omissions of CAREERSTAFF, its agents, or employees pursuant to this Agreement.**
- F. CAREERSTAFF agrees to indemnify DISTRICT against all claims, liabilities and expenses arising from acts,**

omissions or the negligent performance of services to patients by personnel supplied by CAREERSTAFF as required by this Agreement. DISTRICT agrees to indemnify CAREERSTAFF against all liabilities and expenses arising from the negligence of DISTRICT's employees rendering services to patients, including but not limited to the safe and supervised performance of those entrusted to operate equipment and provide services.

## **II. RESPONSIBILITIES OF THE DISTRICT:**

### **A. Utilization of Services/Financial.**

1. The DISTRICT can use (CSU Employee) for a .1 – 1.0 position for 0-5 days per week. 0-8 hr. days, for the school year. Special "Non contract" days will not be worked. However, the therapist can work all other school year calendar days.
2. DISTRICT will pay CAREERSTAFF, for services rendered, as outlined in Addendum A. Hours will be billed every week and the DISTRICT shall process all invoices NET Thirty (30) Days.
3. DISTRICT will be billed at the current IRS Mileage Rate (.555/cents) for travel expenses when therapist travels to/from multiple worksites, as approved by the DISTRICT.

### **B. Administrative Support and Supervision**

1. The DISTRICT is responsible for providing coordination management, and any related billing of all therapy services provided under this Agreement.
2. The DISTRICT will provide adequate room within its facility and necessary equipment and materials for the provision and documentation of therapy services provided under this Agreement.
3. The DISTRICT will orient the therapist to all applicable policies and procedures to the delivery of therapy services within the DISTRICT.

### **C. Relationship of Parties**

The parties intend that an independent contractor relationship with DISTRICT, be created by this Agreement. It is mutually understood that CAREERSTAFF is a corporation registered as such in the State of Washington. The staff member (s) sent to the DISTRICT is an employee of CAREERSTAFF, and is sent to the DISTRICT for temporary assignment.

1. CAREERSTAFF is responsible for all taxes and benefits of their employees such as, but not limited to, federal income tax, social security, workman's compensation and professional liability.
2. CAREERSTAFF staff are not eligible for benefits provided by the DISTRICT, including but not limited to medical and dental insurance, workman's compensation, pension plan, paid vacation, sick, holiday, and educational leave.
3. The DISTRICT, a customer of CAREERSTAFF, recognizes that CAREERSTAFF employees on assignment to the DISTRICT are under contractual obligation to CAREERSTAFF. The CAREERSTAFF employee is not eligible to contract with, be employed by, or otherwise work directly for the DISTRICT for twelve (12) months after an assignment with the DISTRICT.

In the event, however, that the District desires to directly employ the CAREERSTAFF employee during the term of this contract or within twelve (12) months after the contract has ended, the DISTRICT must give two (2) weeks written notice, and either:

- a. buy out the employee's Agreement with CAREERSTAFF for the amount of twenty thousand dollars (\$20,000.00), or
  - b. utilize the therapist for 1040 additional hours after written notification is given, and pay CAREERSTAFF for the 1040 hours at the contractual amount stated in this agreement.
4. The DISTRICT will schedule employees only through CAREERSTAFF office at 253-759-4065. The DISTRICT may contact CAREERSTAFF staff directly during their assignment at the DISTRICT for the purposes of coordinating student care or as appropriate to the operations of the DISTRICT in providing therapy services.

**III. OTHER PROVISIONS**

- A. The term of this Agreement shall commence on the effective day and shall renew annually on that date. This agreement may be terminated by the parties if either party believes the terms of the agreement are not being met. This agreement may be terminated by the parties if 30 days written notice is given. If both parties are in agreement, this contract may be extended with the same provisions.
- B. Notwithstanding another provision in this Agreement, the DISTRICT remains responsible for ensuring that any service provided to students pursuant to this Agreement complies with all pertinent provisions of federal, state, and local statutes, rules and regulations.
- C. Any notice required by this Agreement to be served upon the DISTRICT shall be sent by Certified Mail, Return Receipt Requested, to the NORTH KITSAP SCHOOL DISTRICT located at the aforementioned address. Any notice required by this Agreement to be served upon CAREERSTAFF shall be sent by Certified Mail, Return Receipt requested, to CAREERSTAFF UNLIMITED, 6004 Westgate Blvd. Suite 220 Tacoma, WA 98406. Any notice that is required by this Agreement should be effective upon receipt of said notice.
- D. This Agreement constitutes the entire Agreement between the parties and supersedes any prior written or oral understanding between the parties with respect to the provision of services under the Agreement.
- E. The laws of the State of Washington shall govern this Agreement.
- F. This Agreement may be amended only by written amendment executed by the parties hereto.
- G. FERPA language; Confidentiality: During your association with the school district, you may have access to confidential and sensitive information regarding a child, family, or staff member. This information cannot be shared with persons outside the school district. Student information in our schools is governed by the Family Educational Rights and Privacy Act (FERPA). This federal law prohibits information from a student's educational record being released without prior written parent permission.

Cassandra Larson  
Name (Printed) CAREERSTAFF

Cassandra Larson  
Name (Signature)

10/15/15  
Date

Rachel Dawson  
Name (Printed) School DISTRICT  
North Kitsap  
School  
District

Rachel Dawson  
Name (Signature)

10/15/15  
Date

ADDENDUM A:  
**CareerStaff Unlimited, Inc.**  
**PER DIEM and CONTRACT RATE SCHEDULE**  
Effective 10/15/2015

**Hourly Therapy Rate Structure**

|  |             |
|--|-------------|
| Physical Therapist                       | \$68 - \$74 |
| Physical Therapy Assistant               | \$58 - \$62 |
| Occupational Therapist                   | \$68 - \$74 |
| Certified Occupational Therapy Assistant | \$58 - \$62 |
| LPN/RN                                   | \$45 - \$55 |
| Speech Language Pathologist              | \$70 - \$78 |
| School Psychologist                      | \$80 - \$90 |

*It is understood that CSU is not a recruiting service and Facility agrees to notify CSU of its intent to hire any personnel who previously was referred to Facility by CSU during the preceding twelve (12) month period. In addition, facility also agrees and warrants to pay CSUS a buyout of the employee's agreement at \$20,000 for a PT, OT, SLP, School Psych, and \$15,000 for a PTA, COTA, LPN, or RN.*

- Therapist will work student contract days only, as per the School District calendar.
- No Holidays will be paid.
- Overtime may only be worked with prior approval from direct supervisor
- A signed addendum is necessary for us to continue to provide services

**CANCELLATION POLICY:**

Client is responsible for giving a 30 day notice of cancellation to Company to end any school position assignment before completion of school year. If cancellation occurs in less than 30 days before the confirmed start time, facility will be billed for 30 days of service.

Exceptions: Should any assignment require an adjustment to the above listed rates, a confirmation letter will be provided to client confirming the adjusted rate. Signed confirmation letter must be executed by both company and client prior to start of the assignment.

**CAREERSTAFF UNLIMITED**

By: Cassandra Larson  
Cassandra Larson (Signature)

Cassandra Larson  
Cassandra Larson, Market Manager (Print)

Date: October 15<sup>th</sup>, 2015

**NORTH KITSAP SCHOOL DISTRICT**

By: Rachel Davenport  
Director of Special Services (Signature)

By: Rachel Davenport  
Director of Special Services (Print)

Date: October 15, 2015

CareerStaff Unlimited  
6004 Westgate Blvd. Suite 220 Tacoma, WA 98406

Tel: (866) 317-1232 Fax: (866) 624-6430 Email: [tacomatherapy@sunh.com](mailto:tacomatherapy@sunh.com)