



EBS (EDUCATIONAL BASED SERVICES) SERVICE AGREEMENT

This agreement executed on the date last set out herein is between Educational Based Services, Inc., a Pennsylvania corporation hereinafter referred to as "EBS" and Tahoma School District, hereinafter referred to as "School System".

1. Terms of Agreement

The terms of this Agreement shall commence on 9/2 /2009.

2. Engagement

School System hereby engages EBS to supply Physical / Occupational / Speech Therapists (hereinafter "Therapist") during the term hereof as School System shall require to staff its facilities. School System understands and agrees that EBS has spent a lot of time, effort, and money in recruiting said professionals and that EBS is supplying resumes to School System with the intent of securing a contract. School System understands and agrees not to directly or indirectly, by itself or through any affiliated entities or any other contract companies, solicit or attempt to employ directly, or entertain solicitation by the professional presented by EBS to said School System for a period of two (2) years. EBS shall screen all Therapists before making assignments in order to determine the qualifications and competence of said Therapist.

3. Status of EBS

All Therapists assigned to School System, pursuant to this Agreement shall, for all purposes under this Agreement, be obligated to the provisions attached in Addendum A (which would be the confirmation of the placement of a therapist).

EBS shall provide general and professional liability insurance for all of its employees at a rate of \$1,000,000 per occurrence and \$3,000,000 in Aggregate.

INITIAL hw DATE 9/2/09

4. Documentation

EBS shall provide School System the necessary material to keep on file with documentation which establishes that EBS has, in effect, current insurance policies with respect to the following:

A. Worker's Compensation

B. General and Professional liability insurance as required in paragraph 3 listed above. EBS shall give School System written notice prior to the cancellation of any of the above mentioned policies.

5. Qualifications of Healthcare Professionals

EBS shall maintain and make available to School System, current profiles for each therapist consisting of an application, skill checklist, current license issued by the State where School System is located, two work references and a copy of a current physical examination which includes a PPD test early or the results of a chest x-ray within the year, Rubella Titre, and Varicella Titre.

A. Each therapist (Registered/Licensed) shall carry a copy of his or her license and shall present said license to School System Administration; if requested.

B. Each therapist shall have at least two work references which shall be documented at EBS headquarters office.

6. Staffing Requirements

Requests from the School System for staffing will be made in writing to EBS in as much advance notice as possible, with routine updates of open assignments. Each therapist will be scheduled for a guaranteed minimum of 37.5 regular hours within a one-week period. Overtime hours are paid after 40 hours are worked within a one week period of time. Overtime rate will be paid at time and one-half per hour or agreed upon rate.

Overtime hours may be offered by School System and worked only by mutual agreement with the therapist.

The following holiday rates will be billed at time and one-half per hour: Holiday's to be considered are those observed by the School System. These holidays can be re-evaluated by the School System.

INITIAL AW DATE 6-18-07

Cancellation of a scheduled shift may occur only with the mutual agreement between the School System and the therapist. Such canceled hours will be without pay by the School System and without penalty to the Therapist by EBS.

School System will directly pay Therapist current per mile rate for travel performed by Therapist for School System; such travel would include home visits or travel between facilities/schools operated by School System.

7. Non-Solicitation

At no time during the term hereof, and for a period of two (2) years after termination, School System shall not, directly or indirectly, by itself or through any affiliated entity or any other contract companies, solicit or attempt to employ the EBS therapist performing services hereunder. With prior approval from EBS, School System may hire a therapist, provided School System pays EBS a placement fee of fifty percent (50%) of the therapist's total annual compensation package paid by the School System. Payment is due upon receipt of invoice.

8. Right to Dismiss

If in the professional judgment of School System Administration, a therapist referred by EBS is incompetent, negligent, or has engaged in misconduct, School System may require therapist to leave the School System premises, and shall inform EBS of this action immediately. School System's obligation to compensate EBS for such therapist's services shall be limited to the hours actually worked by such therapist.

9. School System Policies and Procedures

While providing services at School System, therapists shall comply with all provisions of the licensing law under which he or she is licensed; with regulations promulgated there under; and with facility policies adopted by the School System to protect the health and welfare of student's. School System shall provide orientation for therapists wherein general policies and procedures as well as high tech and specialty procedures of the School System related to the rendering of therapists care in the facilities will be explained.

10. Liaison

EBS shall provide a 24 hour liaison to the School System to resolve any problems that may occur.

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11. Billing

School System agrees to pay EBS for its service hereunder in accordance with the negotiated rate set forth between School System and EBS. EBS shall render weekly/bi-weekly invoices therefore and payment shall be due within thirty (30) days of invoice date.

A monthly late fee of 1.5% will be assessed on unpaid balances for each invoice over thirty (30) days. Any late fees due for late payments will be included in School System's next payment to EBS.

12. Notice

Any notice required under this agreement shall be in writing and sent to the parties at the following addresses:

13. **Criminal Records Check**

In the event EBS or any of EBS's agents, employees, or applicants for employment will have regularly scheduled unsupervised access to children and/or hire employees who will have regularly scheduled unsupervised access to children, EBS shall require a record check through the Washington State Patrol criminal investigation system under RCW 43.43.830-43.43.834, 10.97.030 and 10.97.050, and through the Federal Bureau of Investigation before hiring the employee. The record check shall include a fingerprint check using a complete Washington State criminal identification fingerprint card. EBS shall provide a copy of the record to the person applying for employment to the School System. If EBS or applicant has a record check within previous two (2) years, EBS may waive the requirement. EBS shall pay for the requirements set forth in this paragraph.

14. **Crimes Against Children**

In accordance with RCW 28A.400.330, EBS shall prohibit any employee of EBS from working at a public school who has contact with children at a public school during the course of his or her employment and who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under chapter 9A.42 RCW, the physical injury or death of a child under chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under chapter 46.61 RCW), sexual exploitation of a child under chapter 9.68A RCW, sexual offenses under chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure to comply with this section shall be grounds for the School System immediately terminating the contract.

15. **Confidentiality**

EBS and its employees may be exposed to confidential information, including student records, in the course of performing services under this agreement. Information declared confidential by the School System shall not be disclosed to any other party unless authorized in writing by the School System. It is agreed that this obligation of confidentiality shall survive the termination of this Agreement.

16. **Ownership of Work Product**

All notes, documents and other work developed by Therapists in the performance of this Agreement are produced for hire and shall remain the sole property of the School System and may be used by the School System for any purpose without additional compensation to EBS.

17. **Indemnification**

EBS shall defend, indemnify and hold the School System harmless from and against any and all claims for monetary damages allegedly arising out of EBS's or its employees' or agent's negligence, gross negligence, or other tortious act.

18. Applicable Law and Venue

This Agreement shall be interpreted and construed under the laws of the State of Washington. The parties agree that should any legal proceeding be required to enforce any term or condition of this Agreement, the prevailing party in such proceeding shall be entitled to an award of costs and reasonable attorneys' fees in addition to any other relief awarded. The parties agree that the Superior Court of the State of Washington in and for King County shall have jurisdiction over the parties in the event of such proceeding.

19. Entire Contract and Modifications


This Agreement constitutes the entire agreement between the School System and EBS and supersedes any prior oral or written statements or agreements, and may only be changed by written amendment signed by the parties.

20. Termination

This Agreement may be terminated by either party at any time, with or without reason, upon at least thirty (30) days written notice to the other party. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the other party as of midnight the second day following the day of posting in the United States mail, in the absence of proof of actual delivery at an earlier date or time. Notwithstanding the termination notice required herein, the School System may discontinue use of services provided for herein at any time.

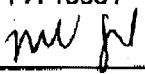
School System:

Tahoma School District
25720 Maple Valley Black Diamond Road SE
Maple Valley, WA 98038

By 
Title Special Services Director
Date 6-18-09

EBS:

Educational Based Services, Inc.
PO Box 911
Concordville, PA 19331

By 
Title Special Ed. Coord.
Date 6-18-09



Let's Make a Difference

Please complete & make corrections where necessary:

SCHOOL SYSTEM: Tahoma School District

SCHOOL SYSTEM INFORMATION SHEET

Invoicing information:

ADDRESS TO BILL: Tahoma School District
25720 Maple Valley - Black Diamond Rd SE
 Attention: Lorraine Kunze
 Phone Number: 425-413-3400
 Fax Number: 425-413-3466

THERAPIST: Susan Reynolds, Speech Language Pathologist

EMPLOYEES REPORTING INFORMATION

Start Date: 9/2/2009 Where/When should employee report on the first day?

Annette Whittlesey - CSC

Schools employee will be working at? district - TBA

Address of the schools? TBA

What time should employee report? 8:15

To whom should employee report? Annette Whittlesey

CFY supervisor & phone # (if necessary)? Ø

School/department phone number? 425-413-3420

Employees daily work hours? TBD

Dress code: _____

Individual authorized to sign employee's time sheets: Annette Whittlesey

Other information which may be useful to employee: _____



Signature Authorization for Contractor Time sheets:

School System: Tahoma School District
Maple Valley, WA

Therapist: Susan Reynolds, Speech Language Pathologist

The therapist will present the School System with weekly time sheets, which are to be signed by an authorized individual at the School System;

Annette Whittlesey. These time sheets are used for billing purposes and payment is to be made for all hours signed off on by the authorized individual.

Signature: Annette Whittlesey

Title: Special Services Director

Printed Name: Annette Whittlesey

Dated: 6-18-09



We're Making a Difference

To: Annette Whittlesey
Date: June 17, 2009
Re: Confirmation for Susan Reynolds

Per our conversation, this letter is to confirm that Susan Reynolds will be working at Tahoma School District in Maple Valley, WA as a Speech Language Pathologist thru Educational Based Services, Inc. Susan Reynolds's assignment will begin on 9/2/2009 and will run through 6/16/2010 with a guaranteed minimum of 37.5 hours per week. The length of her assignment is guaranteed. The bill rate is \$72.00 per hour. Scheduled school time off during this period will include [to be determined per school calendar]. If any holidays are worked during this period time worked will be billed at time and one half. Overtime will be billed at time and one half for hours worked in excess of forty (40) hours per week. If therapist is required to work at more than one school, one school shall be designated as the therapist's base school and mileage shall be paid directly by the school system to the therapist for travel to and from the other facilities at the schools current per mile rate; in addition, actual travel time will be billed at the rate of \$ per hour. The therapist will present the school system with weekly time sheets, which are to be signed by an authorized individual of the school system; Annette Whittlesey [please fill in the name of the individual authorized to sign time sheets]. These time sheets are used for billing purposes and payment is to be made for all hours signed off on by the authorized individual.

At no time during the term hereof, and for a period of two (2) years after termination, School System shall not, directly or indirectly, by itself or through any affiliated entity or any other contract companies, solicit or attempt to employ Susan Reynolds.

Educational Based Services (EBS)
Authorized Signature

M. J. [Signature]

Title

Special Ed.

Date

6-18-09

Tahoma School District
Authorized Signature

Annette Whittlesey

Title

Special Services Director

Date

6-18-09

Please have this confirm signed by an authorized individual and fax back
FAX 610-558-9431