

Client Services Agreement
By and Between
Flourish Integrated Therapy, LLC
30 Northwoods Blvd
Columbus, OH 43235

And

Big Walnut Local Schools
110 Tippet Court
Sunbury, OH 43074

THIS AGREEMENT is made as of October 11, 2023 by and between Flourish Integrated Therapy, LLC (the "Contractor") located at 30 Northwoods Blvd, Columbus, OH 43235, Big Walnut Local Schools located at 110 Tippet Court, Sunbury, OH 43074.

WHEREAS, Contractor desires to be hired by Client, and Client is willing to hire Contractor, subject to the terms of this agreement ("Agreement"). In consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows

1. Description of Work and Term: Contractor shall provide to Client the services listed in attached **Exhibit A** ("Services" and/or "Projects"). Contractor shall exercise best efforts to perform its obligations and shall observe customary business mores and ethics. Contractor shall perform its duties, responsibilities and functions as set forth below to the best of its abilities in a diligent, trustworthy, professional and efficient manner and shall comply with Client's policies and procedures in all material respects. The manner and means by which Contractor chooses to complete the Projects are in Contractor's sole discretion and control according to Client guidelines and consistent with laws, rules and regulations applicable to Client's operations. In completing the Projects, Contractor agrees to provide its own equipment, tools, and other materials at its own expense. Client will make its facilities and equipment available to Contractor when necessary. Contractor shall perform the services necessary to complete the Projects in a timely and professional manner consistent with industry standards, and at a location, place, and time which the Contractor deems appropriate and is according to facility standards. Contractor shall provide a time sheet to Client for work performed and copies of Contractor's notes ("Invoice") every month/ thirty days (30) days relating to work performed during the previous month/ thirty (30) day time period. Client shall make payment to Contractor within fourteen (14) days of receipt of such detailed Invoice. Contractor shall be reimbursed for all reasonable, documented and directly-related expenses incurred in performing services under this Agreement. Client shall be responsible for providing information on the type of Services and amount of Services requested under this Agreement, and any other information required for performing and billing the Services. Contractor shall, at all times, comply with, maintain compliance with, or otherwise conduct itself in accordance with (i) Ohio law, including but not limited to Ohio Revised Code § 4753 et seq. and § 4755 et. seq, (ii) Ohio Administrative Code Chapter 4753 et seq. and Chapter 4755 et seq., (iii) all rules, regulations and guidelines promulgated by the Ohio Board of Speech-Language Pathology and Audiology, the Ohio Occupational Therapy, Physical Therapy, and Athletic Trainers Board, and the Ohio Department of Education; (iv) all rules, regulations and guidelines promulgated by the American Speech-Language Hearing Association and the American Occupational Therapy Association; and (v) the generally-accepted Scope of Practice and Code of Ethics for a Speech-Language Pathologist and an Occupational Therapist.

2. Relationship of Parties: Contractor shall be an independent contractor, and Contractor shall not be deemed to be an employee, agent or servant of Client. Contractor understands that Client will not withhold any federal, social security, FICA, state, local or other taxes from the amounts paid to Contractor. Contractor shall pay all costs arising out of Contractor's performance of services under this Agreement, including but not limited to: (a) Payment to, or as a result of personnel employed by Contractor (including wages, employees' benefits, withholding obligations, employer portions of any retirement benefits applicable to employees' types of work, social security, unemployment compensation taxes, workers compensation,

and any taxes and payments due as a result of services rendered in behalf of Contractor); and (b) Payments made for any business or personal expense of Contractor or personnel employed by Contractor.

3. Confidential Information.

(a) "Confidential Information" shall mean and include, but shall not be limited to, all of the following materials and information (whether or not reduced to writing and whether or not patentable) pertaining to Client or Contractor, to which either party has received access or develops or has developed in whole or in part as a direct or indirect result of the performance of services under this Agreement, including without limitation: (i) All items of information that could be classified as a trade secret pursuant to law; (ii) The names and addresses of the customers of either party and the nature and amount of business done with such customers; (iii) The names and addresses of contractors, suppliers and other business contacts; (iv) The particular names, methods and procedures utilized by either party in the conduct and advertising of its Business; (v) The discoveries, concepts and ideas, whether patentable or not, including without limitation, the nature and results of research and development activities, processes, techniques, "know-how", designs, drawings and specifications; and (vi) Any other materials or information related to the Business or activities of Client which are not generally known to others engaged in similar business activities, or are subject to state and federal privacy laws, rules or regulations applicable to Client. Either party's failure to make and keep any of the foregoing confidential shall not affect its status as part of the Confidential Information under the terms of this Agreement.

(b) Contractor and Client acknowledge and agree that all Confidential Information, and all physical embodiments thereof, are confidential to and shall be and remain the sole and exclusive property of the disclosing party. Contractor and Client agree that they will not disclose or make available any Confidential Information to any person or entity, or make or cause to be made, or permit, either on his own behalf or in the service or on behalf of others, any use of such Confidential Information. Upon termination of this Agreement, each party agrees to immediately return all property belonging to the other party, including all Confidential Information.

4. Intellectual Property, Inventions and Patents. Client acknowledges that all discoveries, concepts, ideas, inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, patent applications, copyrightable work and mask work (whether or not including any Confidential Information) and all registrations or applications related thereto, all other proprietary information and all similar or related information whether or not patentable which relate to the Client's actual or anticipated business, research and development or existing or future products or services and which are conceived, developed or made by Contractor, solely (or with Client and others while under contract with Client so long as first conceived, developed or made by Contractor), whether before or after the date of this Agreement ("Work Product"), belong to the Contractor unless otherwise agreed upon by the parties in writing.

Contractor acknowledges that all discoveries, concepts, ideas, inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, patent applications, copyrightable work and mask work (whether or not including any confidential information) and all registrations or applications related thereto, all other proprietary information and all similar or related information whether or not patentable ("work product") which relate to Client's actual or anticipated business, research and development or existing or future products or services and which are conceived, developed or made by Client solely (or with Contractor and others while under contract with Contractor so long as first conceived, developed or made by Client), whether before or after the date of this Agreement ("Work Product"), belong to Client unless otherwise agreed to by the parties in writing.

5. Restrictive Covenants.

(a) "Business" shall mean a business enterprise involved in the same type of services that Contractor provides including, providing direct and indirect therapy, therapy evaluations, or therapy consultations. "Client Business" shall mean a business enterprise involved in the same type of services that Client provides, including providing school therapy services to students. Client acknowledges that the Contractor has been in Business for many years and that the Contractor is now or will be, engaged in the Business throughout the Area. Contractor acknowledges that Client has been in the Client Business of educating and providing services to students for many years and that Client is now and will be engaged in the Client Business

throughout the Counties of Franklin and Delaware, Ohio and surrounding cities of Columbus, Ohio. In further consideration of the Agreement, each party acknowledges that as it has and will acquire unique knowledge of the employees and contractors of each other and operations of each other; that the within and foregoing covenants are made by him/her in consequence of consideration under this Agreement, and that each of the covenants contained in this Section 7 is reasonable and necessary; and that irreparable loss and injury would result should either party breach any of the foregoing covenants.

(b) Client covenants that, during the contractual term and for a period of *twenty four* months (24) months from and after the termination of this Agreement (the "Restricted Period"), Client shall not, either directly or indirectly, on his/her own behalf or in the service or on behalf of others, solicit, divert or hire, or attempt to solicit, divert, or hire any person employed and/or a contractor of the Contractor whether or not such employee/contractor is a full-time employee/contractor or a temporary employee/contractor of the Contractor and whether or not such employment/contractual term is or was pursuant to written agreement unless otherwise agreed to in writing by all parties. In the event that the Contractor alleges a violation by Client of this Covenant, and it is ultimately determined by such court of competent jurisdiction that the Client violated this Covenant, then any time period set forth in this Section shall be deemed tolled at the time such lawsuit contesting the violation is finally resolved upon the entry of the final judgment or decree.

(c) The applicable area restriction for these covenants is Franklin County, Ohio and Delaware County, Ohio.

*Client and Contractor each acknowledge that the duration, scope, and area restrictions are reasonable under the circumstances and that the value of the Contractor is tied to the enforcement of this Agreement.

(d) Each of the covenants hereinabove contained shall be deemed separate, severable, and independent covenants, and in the event any covenant shall be declared invalid by any court of competent jurisdiction, such invalidity shall not in any manner affect or impair the validity or enforceability of any other part or provision of such covenant or of any other covenant contained herein. If any of the covenants contained in Section 5, or any part thereof, is held to be unenforceable because of the duration of such provision or the scope of the subject matter thereof or the area covered thereby, the parties agree that the court making such determination shall have the power to reduce the duration, scope and/or area of such provision and, in its reduced form, said provision shall then be enforceable.

(e) In addition to all other remedies provided at law or in equity, the Contractor or Client shall be entitled to both preliminary and permanent injunctions to prevent a breach or contemplated or threatened breach of any of the covenants of this Agreement including the covenants in Section 3, 4 and 5 of this Agreement; and the existence of any unrelated claim, demand, cause of action, or action against the other, whether predicated upon this Agreement or otherwise, shall not constitute a defense to the enforcement of any such covenants. In the event of an actual breach of any of the covenants, the non-breaching party shall have the right to recover damages for all losses, actual and contingent. Each of the rights and remedies enumerated above shall be independent of the other, and shall be severally enforceable, and all of such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to each party at law or equity.

6. Work Performed at Contractor's Risk: Contractor shall take all precautions necessary and shall be responsible for the safety of the work hereunder. Furthermore, Contractor shall be responsible for upholding all requirements for licensure as an organization as well as the requirements for each individual employee or contractor supplied by the Contractor, whether requirements are extended by local, state or federal authority or other law. Additionally, Contractor shall hold and keep current professional liability insurance in the amounts required by state or federal law or regulation.

7. Indemnification. Client and Contractor each agree to indemnify, protect, defend, and save harmless, each other, and their subsidiaries, affiliates, officers, agents and employees from any and all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, judgments or any demands whatsoever, including prejudgment interest, reasonable attorney's fees, and expenses, based on or resulting from any personal injury, or death to any person or damage to property of anyone including loss of use thereof, which injury, sickness, death or damage for any act or omission that directly or indirectly relates to the other parties' duties and obligations under this Agreement.

8. Default and Limitation of Liability. It shall be a Default under this Agreement, if either party fails to comply with any term, provision, condition or covenant and said failure continues for 10 days after written notice of the same. Upon default, the non-defaulting party may pursue its legal rights and remedies allowed under the law and in equity. Notwithstanding any provision to the contrary, neither Contractor nor Client shall be liable for any consequential, incidental, indirect, special, and exemplary or punitive damages such as, but not limited to, loss of revenue or anticipated profits or lost business, even if advised that such damages are possible. Client agrees and acknowledges that it maintains sufficient commercial general liability insurance to cover its obligations hereunder.

9. Survival. Sections 3 through 14 shall survive and continue in full force in accordance with their terms notwithstanding the expiration or termination of the contractual term.

10. Confidentiality. The Parties agree that the terms and conditions of this Agreement and all information obtained or received by Client and Contractor during performance of the Services are to be held confidential and not to be disclosed to any person or entity not a party to this Agreement, except as may be required by law or legal process. If a Party breaches its obligation of confidentiality hereunder, then the non-breaching Party may pursue all legal and equitable remedies including but not limited to monetary damages.

11. Miscellaneous. This Agreement supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement and the exhibits and schedules hereto shall be governed by, and construed in accordance with, the laws of the State of Ohio. The parties agree to venue in the Courts of Common Pleas, Franklin County, Ohio, and waive any objection to convenience of forum. Any notice provided for in this Agreement shall be in writing and shall be either personally delivered, sent by reputable overnight courier service or mailed by first class mail, return receipt requested, to the recipient at the address first indicated or as otherwise provided by the party. The provisions of this Agreement may be amended or waived only with the prior written consent of the Client and Contractor, and no course of conduct or course of dealing or failure or delay by any party hereto in enforcing or exercising any of the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement or be deemed to be an implied waiver of any provision of this Agreement. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any action in any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

12. Term. This agreement shall begin on October 1, 2023 and extend until June 1, 2024. Either party may cancel this Agreement at any time upon thirty (30) days written, advanced notice delivered to the other party.

13. Payment: Invoices as described in this Agreement, will be sent to Client every thirty (30) days/one month relating to work performed during the previous month time period. Client shall make payment to Contractor within fourteen (14) days of receipt of such detailed Invoice. Client will provide Contractor with all information regarding the type of supportive documentation required, and failure to provide Contractor such information shall not delay or otherwise waive Client's obligation for payment. Payment will be made by Client to Contractor within fourteen (14) days of the receipt by Client of each invoice. *If Payment is not received within that time period, the Contractor reserves the right to cease services until the invoice is paid in full. Payment that is received after such time will also have an additional 10% fee added due to late payment for services rendered.*

14. Conditions to Payment: Client shall pay Contractor for all services rendered ("Rendered Services"). Additionally, Client shall pay Contractor for all services scheduled but not rendered due to cancellation, impossibility or impracticability ("Cancelled Services"). Cancelled Services include, but are not limited to, services that could not be rendered because (i) a student failed to appear at the designated time or place; (ii) the designated time or place became unavailable due

to closure for any reason; or (iii) the Client provided incorrect information regarding the student, time, location or services to be rendered. Contractor shall make reasonable efforts to reschedule and perform Cancelled Services off-site via indirect services, but the failure of reasonable efforts to do so shall not constitute a breach of this Agreement. In no event, however, shall Client be obligated to pay for Cancelled Hours that were cancelled at the request of, or by an act or omission of, the Contractor.

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

CONTRACTOR

Flourish Integrated Therapy, LLC:

By: _____
Jacqueline Culley M.A., CCC-SLP
Owner

CLIENT

Big Walnut Local Schools

By: _____

By: _____

Exhibit A

The rates have been agreed upon by Big Walnut Local Schools and Flourish Integrated Therapy, LLC for the location listed below:

<u>Therapy Service</u>	<u>Location</u>	<u>Total Hours</u>	<u>Compensation</u>
Speech and Language Therapy Services (includes direct and indirect services, paperwork, travel, meeting with teachers for consultation, scheduling meetings, and conducting meetings)	REACH Educational Solutions for BWLS Students	Revolving based on need.	\$95 dollars per hour of school-hired services.
Occupational Therapy Services (includes direct and indirect services, paperwork, travel, meeting with teachers for consultation, scheduling meetings, and conducting meetings)	REACH Educational Solutions for BWLS students	Revolving based on need.	\$95 dollars per hour of school-hired services.

As used and defined herein:

1. "Direct Services" shall mean: services provided by Contractor on-site at the location listed above.
2. "Indirect Services" shall mean: services provided by Contractor off-site or related to direct services.
3. "Paperwork" shall mean: record-keeping, documentation and report- writing required by law or practice.
4. "Travel" shall mean: travel for the provision of off-site services.

This Exhibit A is accepted by each of the parties as of the date herein:

CONTRACTOR
Flourish Integrated Therapy, LLC:

By: _____
Jacqueline Culley M.A., CCC-SLP
Owner

CLIENT
Big Walnut Local Schools

By: _____

By: _____