

AGREEMENT

This Agreement is made and entered by and between Cumberland Therapy Services, LLC, a subsidiary of Pediatric Therapy Services, LLC, 3701 North Ravenswood, Suite 248, Chicago, IL 60613, hereinafter referred to as "Contractor" and **Northern York County School District, 650 S. Baltimore Street, Dillsburg, PA 17019**, "School District." It is hereby agreed as follows:

FEES: Contractor agrees to provide the following services to School District and School District agrees to pay the following hourly rates for those Services:

Speech Language Pathologist \$72/hr

School District agrees to be billed (except during holidays) by Contractor for an aggregate weekly minimum of **37.5 hours per week**; provided, however, that if any employee of Contractor is absent during any week due to illness or other personal time off and Contractor does not replace such employee during such week, the foregoing minimum amount will be reduced by the number of hours of such absence. No employee of Contractor will work above 40 hours per week without advanced authorization from both Contractor and the designated supervisor assigned by School District. Any hours worked above 40 hours per week will be billed at 150% of bill rate. School District will not be billed during school closures and school holidays.

When Statutory Costs and other employee costs of living increase, Contractor will pass those increases along to School District with no mark-up. School District agrees to pay such increases at the same time as any billed fees pursuant to this Agreement. Statutory Costs include any costs and expenses of Contractor that are associated with Workers Comp, FICA, FUTA, SUTA, and incremental costs associated with the Affordable Care Act (ACA), among others.

MILEAGE: To the extent applicable, travel between schools will be considered billable time and will be billed at the current IRS mileage rate. No travel will be billed when work is completed at one site.

PAYMENT TERMS: School District will be billed every two weeks via email and agrees to pay all outstanding invoices within 30 days of receipt. School District agrees and understands that School District is billed on actual hours of service provided by the Contractor's employee, based on the total hours listed on a biweekly timesheet. To ensure billing accuracy and timeliness, School District will complete Exhibit A.

EMPLOYEE BENEFITS AND INSURANCE: Contractor will be responsible for providing all employee benefits and insurance including Workers' Compensation coverage.

CONFIDENTIALITY: School District agrees not to provide the content information of this Agreement to any individual or an entity that may be considered a competitor of the Contractor. School District further agrees not to discuss or disclose any information pertaining to the contents of this Agreement including but not limited to fees/costs, duration and terms, etc. to the Contractor's employee assigned to provide services to the School District. Disclosure of such information to the Contractor's employee will be considered a breach of this Agreement. The School District's actions in Pennsylvania's Right-to-Know laws supersede the confidentiality of this contract.

Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of School District's confidential information will be imputed to Contractor as a result of any of Contractor's employees having access to such information. The provisions set forth in the foregoing paragraph and this paragraph shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

COOPERATION: School District agrees to cooperate fully and to provide assistance to Contractor in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve any employees of Contractor.

TERMINATION: This Agreement will end on **03/03/2017** and may continue beyond this period by mutual consent. School District agrees not to terminate the Agreement until the end of the term unless (a) Contractor's employee assigned to School District as a whole is deficient in its performance of the services hereunder (b) Any member of Contractor's employee assigned to School District commits an act of professional or ethical misconduct. School District agrees to notify Contractor of any deficiencies in services or possible ethical or professional conduct as soon as School District becomes aware of such deficiencies or misconduct and further agrees to permit Contractor the opportunity to cure any deficiency or misconduct within thirty (30) days of such notice in lieu of termination of this Agreement or (c) School District's permanent employee returns from leave of absence. Contractor may terminate this Agreement (i) if School District discontinues operations or (ii) if School District fails to make any payments as required by this Agreement.

INDEMNIFICATION AND LIMITATION OF LIABILITY: To the extent permitted by law, Contractor will defend, indemnify, and hold School District and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from Contractor's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of Contractor or Contractor's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

To the extent permitted by law, School District will defend, indemnify, and hold Contractor and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from School District's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of School District or School District's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

As a condition precedent to indemnification, the party seeking indemnification will inform the other party within ten (10) business days after it receives notice of any claim, loss, liability, or demand for which it seeks

indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

The provisions in this section of the Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

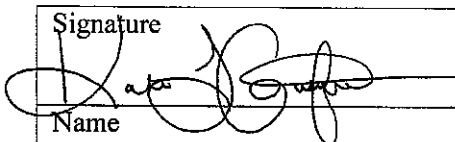
JURISDICTION: This agreement shall be governed by, construed, and is enforceable in accordance with the laws of the State of Illinois. Any action or proceeding relating to or arising out of this Agreement shall be commenced and heard in the State or Federal Court sitting in Chicago, IL. Both parties hereby consent to the jurisdiction and venue of such courts.

GENERAL: No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.

The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

Signed for Contractor:

Signed for School District:

Signature 		Signature
Name Katelyn L. Gustafson		Name
Title Client Services Manager		Title
Date 09/27/2016		Date

Cumberland Therapy Services, LLC
3701 North Ravenswood, Suite 248
Chicago, IL 60613
Phone: (800) 337-5965

Northern York County School District
650 S. Baltimore Street
Dillsburg, PA 17019
Phone: (717) 432-8691

Exhibit A:
Assignment Information Form

To be completed and submitted with Agreement

Facility Name:					
A/P Contact Name and Title:					
A/P Mailing Address:	Address 1:				
	Address 2:				
	City:		State:		Zip:
A/P Email Address <i>(note: all invoices will be emailed, unless instructed below):</i>					
A/P Phone Number:					
A/P Fax Number:					
Special Billing Instructions:					