



## ADDENDUM A

### Client Assignment Confirmation

This Client Assignment Confirmation is entered into and executed as of the signature date below and supplements the Client Services Agreement between the Client and ProCare Therapy. Client will pay ProCare for hours worked by Consultant on the following terms:

#### Assignment Details

ProCare Consultant: Sydney Ridgeway

School District Name (Client): Lapwai School District #341

Start Date: August 28, 2017

End Date: June 9, 2018

*Start and End dates are subject to change based on the credentialing and licensure process as well as adjustment in the school district's calendar.*

Position: Speech Language Pathologist Assistant

Position Details: Provide SLPA services for students in school setting

Bill Rate: \$62.84/hour

Minimum Hours: full time, 37.5 hours/week

Overtime Rate: 1.5 times Bill Rate

Holiday Rate: 1.5 times Bill Rate

Billing Workweek: Monday – Sunday

- Additional Terms:
- a) Sales tax or gross receipts tax will be added to professional fees if required or allowed by state law and client is not a tax exempt entity.
  - b) If ProCare Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.
  - c) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by ProCare for a period of (12) months after the latest date of introduction, referral, or end of contract placement. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$18,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to ProCare upon start date.

Miscellaneous:

#### Lapwai School District #341

Client Name

DocuSigned by:

*Lori Elliott Ravet*

6/27/2017

Client Representative Signature\*

Date

Lori Elliott Ravet

Print Name

Special Education Director

Title

#### PROCARE THERAPY, INC.

DocuSigned by:

*Erika York*

6/22/2017

ProCare Therapy Representative Signature

Date

Erika York

Print Name

Senior Director of Educational Resources

Title

*\*Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless ProCare is notified of changes by Client within forty eight (48) hours of client's receipt of this Client Assignment Confirmation.*

## STATE RETIREMENT SYSTEM NOTICE

This notice is intended to clarify the manner of payment in contemplation of a Contractor Employee's mandatory or permissive participation in a state teacher retirement system, school employees retirement system, and/or any similar or successor system applicable to the professionals provided by Contractor.

Client acknowledges and agrees that if formal notice is required to be given to any Contractor Employee that participation in any such retirement system/pension is either: 1) permitted by Contractor Employee's election; or 2) is required by law, then Client is solely responsible for providing such notice to Contractor Employees and fulfilling all associated administrative duties.

Client shall immediately notify Contractor if any Contractor Employee is required to, or voluntarily elects to participate in any such system. In such event, Client shall advise Contractor of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Contractor Employee may be adjusted accordingly. The parties agree that Client shall withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by the Client shall be deducted from the amount owed to the Contractor by the Client hereunder. The parties agree that the applicable employee share paid to the system by the Client shall be deducted from the amount due the Contractor Employee by the Contractor.

The Client and Contractor expressly acknowledge and agree that if any Contractor Employee is required to, or elects to participate in a retirement system/pension, the Client shall be solely responsible for: 1) creating an account for contractor employee with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Contractor Employees' interest in retirement system/pension.

By way of example of how the invoicing/payment will be adjusted, if Contractor charges the Client \$100.00 for services rendered by Contractor's Employee, if Contractor pays the Contractor Employee \$50.00 for the provision of these services, and if Contractor Employee elects to participate in the retirement system, the Client shall withhold and remit to the appropriate system or pension 13% of the employee's pay (\$6.50) as the employee's share, and 14% of the employer's pay (\$7.00) as the employer's share (assuming employee and employer contributions are 13% and 14%, respectively). Consequently, Contractor would invoice Client for \$86.50, and Contractor would pay (subject to other applicable withholdings) \$43.50 to Contractor Employee.