



5215 Militia Hill Rd, Plymouth Meeting, Pa 19462
P: (866) 783-5301 F: 610-340-9122 E: contact@txsource.net

CLIENT AGREEMENT (8/9/2018)

THIS CLIENT AGREEMENT (this "Agreement") is made as of **October 4, 2018** ("Effective Date") by and between **North Hunterdon-Voorhees Regional High School District** ("Facility") and **Therapy Source, Inc.** ("Therapy Source").

BACKGROUND

A. North Hunterdon High School is located at **1445 State Route 31, Annandale, NJ 08801** and **Voorhees Regional High School** is located at **256 Route 513, Glen Gardner, NJ 08826**.

B. Therapy Source, a Pennsylvania corporation, doing business as **TX Source, Inc.** in Ohio, New York and New Jersey, recruits, manages, and compensates, as independent contractors or employees, Therapist and other related services (each, a "Therapist") who are available for assignment to schools and healthcare facilities requiring the above listed services.

C. Therapy Source wishes to contract with Facility and supply therapy services to Facility. Facility wishes to contract with Therapy Source and have Therapy Source recruit, manage, and compensate contract Therapists who are available to Facility for therapy services.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions hereinafter contained, and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

AGREEMENT

1. Services of Therapy Source, Inc.

- 1.1** Therapy Source shall use commercially reasonable efforts to supply one or more Therapists as Facility requests from time to time. All such Therapists shall be independent contractors and/or Employees of Therapy Source, and neither Therapy Source nor Facility shall hold such Therapists out to third parties as employees of Facility. Facility shall notify Therapy Source, as soon as practicable, of its requirements for requested Therapists. Such notice shall specify the date(s), time(s) and location(s) of service, the number of Therapists required, and the nature of the position to be filled.
- 1.2** Upon any request of Therapy Source by Facility for a Therapist, Therapy Source shall determine whether Therapy Source is able to provide to Facility a Therapist who satisfies Facility's requirements and, if Therapy Source is able to provide such a Therapist to Facility, Therapy Source shall provide to Facility the resume of such Therapist. If Facility approves of such Therapist's resume, Facility may, in Facility's discretion, conduct a personal interview with such Therapist. If Facility is satisfied with such Therapist based upon such Therapist's resume and interview (if conducted), Facility shall notify Therapy Source that Facility has determined that such Therapist satisfies Facility's requirements. Upon such notice, Facility shall determine the work schedule for such Therapist.
- 1.3** If Facility is not satisfied with any Therapist offered pursuant to Section 1.2, Therapy Source shall then repeat the procedure outlined in Section 1.2 until (i) Facility determines that a Therapist satisfies Facility's requirements, or (ii) Therapy Source determines that it is not able to provide a satisfactory Therapist to Facility.
- 1.4** Therapy Source shall locate Therapists who will conform to applicable, reasonable policies respecting appearance and demeanor established from time to time by Facility and communicated by Facility to Therapy Source and such Therapists.



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- 1.5 Therapy Source shall, promptly following the written request of Facility, withdraw the assignment of any Therapist for excess absenteeism, for performance substantially below the standards of performance reasonably required by Facility, Therapist's personal conflicts and/or issues that will effect performance and attendance or if such Therapist is alleged to have committed acts of dishonesty or fraud in connection with the rendering of therapy services to Facility. Therapy Source agrees that it will use commercially reasonable efforts to offer a substitute Therapist, upon market availability, to Facility to replace the withdrawn Therapist in accordance with the procedure set forth in Section 1.2.
- 1.6 Therapy Source shall determine the compensation of Therapists. Therapy Source is not responsible for the administration or payment of any taxes for Therapists, unless an employee of Therapy Source (including, but not limited to, local, state, and federal income and wage taxes and assessments, Social Security taxes, unemployment insurance, and workers' compensation insurance).
- 1.6.1 Facility agrees not to disclose fees or any other financial information as it relates to the agreement to Therapy Source Therapists.
- 1.7 If requested by Facility, Therapy Source shall provide to Facility (i) photocopies of licenses, certifications, registrations, child abuse clearance, criminal history clearance, references, professional liability insurance and any other documentation required by state law and Facility for Therapists provided to Facility, and (ii) a certificate of insurance for each such Therapist's occurrence type professional liability insurance covering claims related to the therapy services provided pursuant hereto. Such insurance shall be for an amount not less than the greater of: (a) \$1,000,000 per claim and \$3,000,000 per incident; or (b) the minimum amount specified by applicable federal or state law.
- **Therapy Source provides form referred to as "Clearance Requirement Acknowledgement Form" for Facility to confirm their required credentials for the contractors who will be providing services.**
- 1.8 Facility agrees that Facility's obligation to pay for services pursuant to this Agreement (including, without limitation, TheraWeb Services (as hereinafter defined)) is not conditioned upon Facility receiving reimbursement therefor from any governmental agency or by any other person or entity.

2. Responsibilities of Facility

- 2.1 Within ten (10) days following the end of each calendar month during the Term, or such other period of time mutually agreed upon by the parties hereto, Therapy Source shall furnish to Facility an invoice setting forth the total number of hours worked for Facility by Therapists and each such Therapist's hourly rate; with a total calculation for the costs of services for the preceding month. Within (30) thirty days after receipt of said invoice, Facility shall pay to Therapy Source, at its address set forth in Section 10 or such other location specified by Therapy Source, and at the times hereinafter specified, the amount of the total costs for service. If any payment is made after the due date therefor, Facility shall pay to Therapy Source a late payment charge of one and one-half percent (1½%) of the amount of such payment per month, or the maximum rate permitted by applicable law, whichever is less, for each month or fraction thereof that any payments are in arrears to Therapy Source. Such late payment charge shall be in addition to, and not in lieu of, all other remedies available to Therapy Source at law and in equity. Therapy Source may accept any check or payment without prejudice to its right to recover a balance due or to pursue any other right or remedy. No endorsement or statement on any check or payment or letter accompanying any check or payment or elsewhere will be construed as an accord or satisfaction.



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- 2.2 Facility agrees that, for a period of twelve (12) months after termination of this Agreement, regardless of the reason for the termination, Facility (or any successor of Facility, including, without limitation, a successor by merger or an entity that acquired Facility's assets or equity securities) will refrain from soliciting or offering a position (indirectly or directly) to any Therapist who was provided to Facility through Therapy Source or whose name or resume Therapy Source furnished to Facility.
- 2.3 Following written approval therefor from Therapy Source, Facility may offer direct employment, with proof of offer, to such Therapist(s). Upon such approval from Therapy Source, Facility shall pay to Therapy Source 40% of Therapist's gross annual salary offered by Facility, following which Therapy Source will release Facility and the applicable Therapist(s) from the related non-solicitation and non-complete obligations, with respect to such direct employment by Facility. In no event shall Facility offer direct employment or otherwise offer to contract directly with a Therapist without the prior written approval of Therapy Source.
- 2.4 Facility shall pay to Therapy Source for services performed based on Schedule A (attached). Facility's obligation to pay for services performed pursuant to this Agreement shall survive the termination of this Agreement.
- 2.5 If an uncertified and/or unlicensed Therapist is mutually agreed upon to be placed at Facility, Facility agrees to apply for any emergency certification and/or state license, as applicable, for such Therapist, if required, through the applicable state or other governmental agency. Facility agrees that Therapy Source will not be held responsible in any manner, nor be withheld payment as the result of such Therapist not being certified and or licensed. Facility further agrees to indemnify, defend, and hold harmless Therapy Source from and against each and every claim, loss, cost, damage, and expense resulting from or in connection with Facility's use of any such uncertified and/or unlicensed Therapist.
- 2.6 If applicable, Facility agrees to provide access to and use of an office at Facility, Facility's therapy materials, copy machine, paper, and basic office supplies in order for assigned Therapist(s) to perform services.
- 2.7 All claims by Facility having anything to do with the services provided by or on behalf of Therapy Source hereunder must be made in writing by notice to Therapy Source within thirty (30) days after the date on which the services were performed and a failure by Facility to give such notice shall constitute, by Therapy Source, a complete defense against such claims.

3. Access to Personnel Records of Therapy Source

Therapy Source shall compile and maintain for twelve (12) months accurate and complete records for Therapists provided to Facility in such form, detail, and manner as Therapy Source determines. Said records shall be made available for inspection by Facility and its representatives upon reasonable prior written request during Therapy Source's regular business hours.

4. Non-Discrimination

In the performance of its obligations under this Agreement, Therapy Source and Facility shall comply with the provisions of all applicable federal, state, and local laws prohibiting discrimination on the grounds of age, race, color, sex, national origin, religion, citizenship, disability, sexual persuasion, or veteran status.



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5. Term of Agreement

- 5.1** The term of this Agreement ("Term") shall be for **one (1)** year from the Effective Date. The Term shall automatically renew for additional one (1) year periods unless either party notifies the other, prior to the end of the Term, of such party's desire that this Agreement not so automatically renew. Either party hereto may terminate this Agreement for any reason and or cancel services of a Therapist(s) previously agreed upon, either before services begin or during services, by giving at least forty-five (45) days prior written notice to the other. If Facility fails to provide such notice, Facility shall pay to Therapy Source, in addition to any amounts then due and owing, an amount equal to four (4) weeks of services based on the average or anticipated (as determined by Therapy Source) weekly gross billings for services provided to Facility by all Therapists providing services to Facility.
- 5.2** Without limiting any of the provisions of this Section 6, Therapy Source may terminate this Agreement immediately upon written notice to Facility if Facility (a) fails to pay any invoice when due; (b) defaults in its obligations hereunder; (c) makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself under any present or future federal, state, or other law or regulation for the relief of debtors, or shall seek or consent to acquiesce in the appointment of any trustee, receiver, or liquidator of all or any substantial part of its properties, or shall admit in writing its inability to pay its debts generally as they become due; or (d) a petition shall be filed against Facility in bankruptcy or under any other law seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal, state, or other law or regulation and shall remain undismissed or unstayed for an aggregate of ninety (90) days (whether or not consecutive), or any debtor in possession, trustee, receiver, or liquidator of Facility or all or any substantial part of the properties of Facility shall be appointed without consent or acquiescence and such appointment shall remain unvacated or unstayed for the aggregate of sixty (60) days (whether or not consecutive).). In no event shall Therapy Source be liable to Facility for any damages that may be incurred by Facility as the result of the termination of this Agreement pursuant to this Section 6.

6. Representations and Warranties of Therapy Source

Therapy Source represents and warrants that this Agreement constitutes a valid and binding agreement by Therapy Source, enforceable in accordance with its terms; and neither the execution and delivery of this Agreement nor compliance with any of the provisions hereof will violate or conflict with or constitute a default under (or give rise to any right of termination, cancellation, or acceleration under) the terms or conditions or provisions of any certificate, note, instrument, bond, lease, mortgage, obligation, agreement, understanding, arrangement, regulation, law or restriction of any kind whatsoever to which Therapy Source is a party or by which it or its assets are bound or subject.

7. Representations and Warranties of Facility

Facility represents and warrants that this Agreement constitutes a valid and binding agreement by Facility, enforceable in accordance with its terms; and neither the execution, delivery or performance of this Agreement nor the compliance with any provisions hereof will violate, conflict with, or constitute a default under (or give rise to said right of termination, cancellation, or acceleration under), the terms or conditions or provisions of any certificate, note, instrument, bond, lease, mortgage, obligation, agreement, understanding, arrangement, regulation, law, or restriction of any kind whatsoever to which Facility is a party or by which it or its assets are bound or subject.



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8. Indemnification

Facility shall indemnify, defend, and hold harmless Therapy Source from and against any and all claims, penalties, demands, causes of action, damages, losses, liabilities, costs, expenses (including reasonable attorney's fees) in law or in equity, of any kind or nature whatsoever, arising out of or in any manner directly or indirectly related to Facility's obligations pursuant to this Agreement, except to the extent attributable to the gross negligence or willful misconduct of Therapy Source, its agents, representatives, officers or employees. This Section 9 shall survive the termination of this Agreement.

9. Research

Client hereby grants Therapy Source, Inc. permission to use its name for research and marketing purposes including, but not limited to, press releases, customer lists and referrals. Client also agrees to participate with Therapy Source, Inc. in a case study of student and program outcomes. Clients agree to collaborate on surveys for research purposes, including but not limited to teacher, therapist(s), student and parent feedback. If Therapy Source, Inc. is to compose a press release focused on Clients implementation of services, which Client will view prior to publication.

10. Notices and Addresses

Unless specifically provided herein, all notices required to be given under this Agreement shall be given in writing and shall be sent by United States certified or registered mail, or by a reputable overnight delivery company, prepaid, and addressed to the proper party, at the following addresses, or to such other addresses as such party shall give notice to the other party:

To Facility: North Hunterdon-Voorhees Regional High School District, 1445 Route 31, Annandale, NJ 08801.

To Therapy Source: Therapy Source, Inc., Attention: Mr. Joshua Cartagenova, 5215 Militia Hill Road, Plymouth Meeting, PA 19462.

Notices may be given by a party's attorney on such party's behalf. Notices shall be deemed given upon receipt, refusal to accept, or attempted delivery if a party is not open for business at such party's address when such delivery is attempted.

11. Severability

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

12. Amendment

No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing dated subsequent to the date hereof, and duly executed by the parties hereto.

13. Rights and Remedies Cumulative



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The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

14. Waiver of Default

No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

15. Force Majeure

Neither party hereto shall be considered in breach or default in the performance of its obligations hereunder (other than its obligation to make any payment of money hereunder), or be liable in damages or otherwise for any failure or delay in performance which is due to strike, fire, explosion, flood or other natural catastrophe, civil disturbance, lock-out, concerted act of workers, riot or armed conflict whether declared or undeclared, curtailment, shortage, rationing or allocation of normal sources of supply of labor, materials, transportation, energy, or utilities, accident, act of God, delay of subcontractors, sufferance of, or voluntary compliance with acts of government regulation (whether or not valid), embargo, machinery or equipment breakdown, or any other cause whether similar or dissimilar to any of the causes or categories of causes described above and which is beyond the reasonable control of the party claiming excuse hereunder. The party claiming excuse hereunder shall promptly advise the other in writing setting forth the reason(s) for and estimated length of any such delay.

16. Waiver

No failure by either party hereto to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

17. Headings

The headings used before the various paragraphs and sections of this Agreement are for ease of reference only and do not constitute parts of this Agreement.

18. Counterparts

This Agreement may be executed in several counterparts, each of which shall constitute a complete original Agreement that may be introduced in evidence or used for any other purpose without production of any of the other counterparts.

19. Governing Law

This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of laws. The parties hereby consent to the jurisdiction of the state courts sitting in Montgomery County, Pennsylvania.

20. Entire Agreement

This Agreement constitutes the entire agreement between Facility and Therapy Source, Inc. with respect to the subject matters of this Agreement, and supersedes all prior agreements, understandings and letters



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related hereto, unless made by supplemental written agreement, executed and approved by Facility and Therapy Source.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Agreement as of the Effective Date.

Facility:

Signature: _____

Print Name: _____

Title: _____

Date: _____

District/School/Facility Name: _____

Facility: Accounts Payable Information

Print Name: _____ Title: _____

Email: _____ Direct Phone #: _____

Fax #: _____

Address: _____

City: _____ State: _____ Zip: _____

Therapy Source, Inc.

Signature: _____

Print Name: **Joshua Cartagena**

Title: **CEO**

Date: _____

Signature: _____

Print Name: **Philip Puleo**

Title: **Eastern Regional Director**

Date: _____



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Schedule A

Facility shall pay to Therapy Source for services performed:

Service	Fee
Learning Disabled Teacher Consultant Services	\$89.50 per hour for direct and indirect
School Social Work Services	\$87.50 per hour
Psychology Services	\$89.50 per hour

- Rates are calculated in increments of quarter hours and rounded up to the nearest quarter hour. Rate includes, but not limited to, evaluation, report writing, therapy services, documentation, progress notes, meetings, conferences, billing, breaks and travel time between facilities when necessary.
- Facility agrees to be billed for one (1) hour of service or travel time (whichever is longer) if scheduled therapy session(s) were cancelled or Facility would be closed and the assigned Therapist was not notified, via mail, telephone, or electronic mail, at least four (4) hours in advance. This cancellation policy does not apply to publicized weather-related cancellations.