



Galaxy Speech Care, LLC
13835 Hawthorn Ave, Eastvale, CA-92880
galaxyspeechcare@gmail.com 917-379-1930

Independent Contractor Agreement

This Agreement is entered into between the Alvord Unified School District (AUSD) and Galaxy Speech Care, LLC, (CONTRACTOR). This agreement is valid effective between 07/01/2021 and 06/30/2022. The start date of professional services by Galaxy Speech Care is contingent upon approval by Special education department at Alvord Unified School District. Galaxy Speech Care, LLC is a Small Business agency that offers Professional Speech & Language therapy, Psycho-educational services, Clinical nursing and ABA therapy to students in the public school settings. CONTRACTOR is specifically trained, experienced, and competent to provide such services.

The parties agree as follows:

1. **Services:** CONTRACTOR agrees to provide the following services. (Provide full description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.) Contractor will provide Services that align with the scope and practice for the related Special education services as defined by the California license and Regulatory board for provision of those services in the public school setting. Services to include direct and indirect activities as they pertain to eligible students on caseload and in accordance with the Individual Education Plan (IEP) which will define the type and frequency of service that each student is to receive.
2. **Compensation:** For the services rendered by Galaxy Speech care, LLC, AUSD shall pay the contractor:
 - **\$86/hour for professional services rendered by Speech Pathologist**
 - **\$88/hour for Bilingual Speech pathologist**
 - **\$58/hour for professional services rendered by Speech Language Pathologist Assistant**
 - **\$89-90/hour for professional services rendered by School Psychologist**
 - **\$40-42/hour for services provided by Licensed vocational nurses**
 - **\$58-61/hour for Services provided by Registered Nurse**
 - **\$40-42/hour for ABA Therapist**



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3. **Invoicing:** The compensation is for the school year 2021-22 for a total of 37.5 hours/week. If AUSD requires an employee of Galaxy Speech Care, LLC to perform professional speech pathology duties on any legal holiday or beyond forty (40) hours per week, AUSD will pay one and one-half times the employee's regular rate of pay for those hours worked in excess by the professional. Payment to be made to CONTRACTOR within 30 days of receipt of invoice for service rendered as agreed upon within this contract. Galaxy Speech Care will offer invoice and bill AUSD once monthly and all notices and invoices provided for under this Agreement shall be by email.

4. **Insurance:** CONTRACTOR shall maintain professional liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence. The coverage shall be primary to Galaxy Speech Care, LLC and shall name the AUSD as an additional insured. (See attached details of Insurance coverages) The CONTRACTOR also will provide insurance coverage for the following:

A) Commercial General Liability, including \$1,000,000 bodily injury and property damage liability, \$2,000,000 general aggregate, \$1,000,000 products and completed operations, \$1,000,000 personal/advertising aggregate, \$100,000 damages to rented premises, and \$10,000 medical expenses; (2) Automobile Liability for owned and non-owned vehicles with \$1,000,000 combined single limit. CONSULTANT shall name DISTRICT as additional insured on the Commercial General Liability policy and provide to DISTRICT a certificate of insurance with additional insured endorsement prior to performing any Services.

B) Workers Compensation as required by law, Employer's Liability, including \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease - policy limit, \$1,000,000 bodily injury by disease - each employee; Excess Liability / Umbrella of \$1,000,000 each occurrence, \$2,000,000 aggregate and Professional Liability (per claims made) of \$1,000,000 limit, \$3,000,000 aggregate

5. **Professional Requirements:** The parties to this Contract agree that the Independent Contractor is a professionally licensed clinician matching the job requirements of the hire. The Independent Contractor shall provide a copy of a current California license, a tuberculosis test, background verification and CPR certifications at the time of entering into the Contract and a subsequent copy upon renewal.



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6. The Independent Contractor will be solely and entirely responsible for his or her acts, during the performance of this Contract. The Independent Contractor agrees to regularly consult with and to report any inability or failure to render agreed services to Special Education Department, AUSD. The Independent Contractor shall report all matters affecting the case management to Special Education Department, AUSD.

7. **Background verification:** Galaxy Speech care, LLC ensures that the employees hired shall be thoroughly verified by background verification requirements. Employees shall have TB Test and physical examinations routinely done once in every 3 years to comply with state requirements to work with children and students in federal schools.

- Verification of Employment status: The Contractor agrees that it shall bear the responsibility for verifying the employment status of all persons it employs in the performance of this Agreement.

- Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

8. **Assignment:** This Agreement may only be amended or altered by another written agreement executed by both parties. Both Alvord unified school district and Galaxy Speech Care shall provide 15 days of notice prior to terminating their service obligations in the agreement.

9. **Attorneys' fees & costs:** In the event either party defaults in the performance of any of the terms, covenants, and conditions of this Agreement, the defaulting party agrees to pay all damages and costs incurred by the other party, including reasonable Attorneys' fees

10. **Distance learning Services:** In the event of school closures due to state & federal mandates, Employees of Galaxy Speech Care will be trained on the distance learning mode and are eligible to continue to offer professional services with AUSD. Galaxy Speech Care will continue to provide services through the timeframe decided by the school district and will be paid the contracted billable rate for the guaranteed hours.



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11. **Termination:** AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. However, AUSD shall offer prior notice of 15 business days prior to the termination of this agreement with Galaxy Speech care, LLC. All pending payments shall be compensated for services satisfactorily provided through the date of termination.

12. **Completeness of Agreement:** This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing.

Contractor: Galaxy Speech Care, LLC
Name: Srivathsan Nallur
Signature: *N.V. Srivathsan*
Title: Owner, Galaxy Speech Care, LLC
Date: 06/25/21

Client: Alvord Unified School District
Name:
Signature:
Title:
Date:

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