

**QUANTUM HEALTH PROFESSIONALS, INC.**  
**HEALTH CARE PROFESSIONALS**  
**CONTRACT SERVICE AGREEMENT**

THIS AGREEMENT is made and entered on this 7th day of August, 2023, by and between **Raytown Quality Schools** (hereinafter referred to as "the Facility") and **QUANTUM HEALTH PROFESSIONALS, INC.**, a Kansas Corporation (hereinafter referred to as "the Company").

**WITNESSETH:**

WHEREAS, the School District has a need for Physical Therapists, Physical Therapy Assistants, Occupational Therapists, Occupational Therapy Assistants, Speech Therapists, Registered Nurses, Licensed Practical Nurses, School Psychologists, and Special Education Teachers and other education professionals (hereinafter collectively referred to as ("Professionals")) to provide professional consultation and/or services to students of the School District; and

WHEREAS, the Company has available Professionals to provide such services, and the Company is willing to send such personnel to the Facility on assignment and pursuant to the terms of this Agreement;

NOW, THEREFORE, the parties mutually agree as follows:

**1. PROFESSIONAL SERVICES**

Upon the School District's timely request, the Company will assign one or more Professionals to the School District who are deemed by the Company to be qualified to provide services or consultation at the School District (hereinafter referred to as Services. It is understood and agreed that all Assigned Professionals are employees of the Company. As such, the Company shall be responsible for such administrative employment matters as payment of salaries and wages, withholding and payment of all federal, state, and local employment taxes, providing worker compensation insurance coverage, and providing non-obligatory fringe benefits programs for its employees. Company agrees to hold the School District harmless from direct out-of-pocket expenses of School District that may arise from the Company's failure to withhold taxes or to conduct itself in accordance with applicable law. The Company shall not, however, be liable in any case for lost profits, business goodwill or other consequential, special or incidental damages. The Company shall have the sole responsibility for recruiting, hiring, evaluating, placing, replacing, disciplining, and firing Assigned Professionals.

**2. SITE**

Professional Services will be furnished at the School District site or such other or additional site(s) as the parties may mutually agree; provided, however, that the Professional Services shall not be performed at any site or location that does not comply with the requirements of Title XVIII, sections 1861(c) or (j)(1) of the Social Security Act as amended.

**3. QUALIFICATIONS AND CERTIFICATIONS**

All Assigned Professionals will be qualified to perform the Professional Services in their respective fields of training. All Assigned Professionals will meet applicable state and federal guidelines for licensure or certification to provide such services. Copies of personnel credentials will be made available to the School District upon written request.

**4. SCHOOL DISTRICT RESPONSIBILITIES**

The School District's Administrative team at the School District shall specify the duties and responsibilities of the Assigned Professional(s) assigned to the School District, as more fully set out in paragraphs 9 and 10 of this Agreement.

The School District agrees to comply with all health and safety laws, regulations, ordinances, directives, and rules imposed by controlling federal, state, and local government, and that it will immediately report all accidents and injuries to the Company. The School District shall comply, at its expense, with any specific directives or requests from the Company, from the Company's worker compensation carrier, or from government agencies having jurisdiction over workplace health and safety. The School District also shall provide or ensure the use of all personal protective equipment required or encouraged by federal, state or local law, regulations, ordinances, directives or rules, or as deemed reasonably necessary by the Company or its worker compensation carrier. The School District shall permit the Company or its worker compensation carrier access to inspect the School District at any reasonable time.

**5. STAFFING SHIFTS**

In the usual case, Assigned Professional shall be assigned to the School District in shift units of eight (8) hours of service per day per Assigned Professional. If more or less than eight (8) hours may be required for a shift the School District must make advance arrangements with the Company. Drive time and service hours for a regularly scheduled shift will total eight (8) hours. Nothing in this agreement may be read or interpreted as a guarantee by the Company to fill all or any shifts requested by the School District. The Company shall not be required to assign any particular Assigned Professional to the School District.

**6. RATE SCHEDULE**

Professional Services will be billed to the School District as outlined in Attachment A.

Mileage will be billed for any assigned Professional traveling greater than 30 miles from their home to the School District site. Total mileage traveled to and from the assigned Professional's home minus 60 miles will be billed to the School District. All mileage traveled between School sites will be billed to the School District. Mileage will be billed to the School District as outlined in Attachment A.

**7. TIME SHEETS**

The Company will provide time sheets for Assigned Professional to complete that shall be executed by the Assigned Professional and by authorized The School District personnel who will verify the reported hours worked. Each Assigned Professional will report his or her time in increments of not less than one-tenth of an hour.

**8. BILLING PROCEDURES**

Invoices for payment for Professional Services will be remitted to the School District on a weekly basis. Invoices will identify each Assigned Professional performing work at the School District, the shift(s) worked, the applicable hourly rate, and the dates of service. Payment on all invoices is due upon receipt. Any balance remaining unpaid after thirty (30) days from the invoice date shall thereafter accrue interest at a rate of 1.5% per month until the unpaid balance has been paid in full.

**9. SCHOOL DISTRICT RULES AND REGULATIONS; ORIENTATION**

Assigned Professionals are expected to observe The School District rules and regulations and to conduct themselves in a manner consistent with other School District personnel. The School District shall provide all necessary training and orientation to each Assigned Professional concerning The School District rules, policies, and procedures. Supervisory personnel of the School District shall have full authority and control of the work performed by each Assigned Professional while at the School District. The School District is authorized to require Assigned Professionals at reasonable times to attend meetings, conferences, and associated functions, such as family conferences and team meetings.

The School District will be responsible for providing complete and adequate orientation and training concerning the School District to each Assigned

Professional, including The School District work area rules and regulations, student care policies, record-keeping standards and procedures, emergency procedures, aseptic and isolation techniques, use of equipment, policies concerning employee breaks and lunch hours, and the like, and for imparting any other information to the Assigned Professional that is reasonably necessary to promote the safety, health, and welfare of the Assigned Professional, The School District staff, and students.

**10. PATIENTS AND PLANS OF TREATMENT**

The School District will be responsible for decisions concerning the admission of students. The Company will arrange for Professional Services to be delivered to The School District students designated by the School District. The School District will ensure that the work duties of each Assigned Professional are within the scope of the Professional Services, and that the assigned work duties meet and do not violate the requirements of applicable law. The School District will neither request nor require an Assigned Professional to engage in work that is beyond the scope of his or her training or experience, or beyond the scope of the usual duties and tasks the performance of which are reasonably to be expected from persons engaged in the same discipline or profession.

All the Professional Services shall be delivered under the supervision and direction of The School District personnel and, if appropriate, in conjunction with others involved in the care of the School District's student. The School District shall have ultimate authority over the work and duties of the Assigned Professional during the period of his or her assignment to the School District.

When required, a plan of care and treatment prepared by a physician shall be set forth for each patient for whom an Assigned Professionals provides services. Assigned Professionals shall comply with the plan of treatment under and subject to the supervision and direction of School District personnel. Except in an emergency, Assigned Professionals are not authorized to modify a plan of treatment without prior approval from the attending physician. The School District shall each keep the Assigned Professional reasonably informed of changes to a student's treatment plan.

The School District shall provide adequate space and equipment for the Assigned Professional to provide consultation and treatment during his or her appointment hours at the School District.

**11. MEDICAL RECORDS**

The School District shall make available to the Assigned Professional all patient records and information reasonably necessary for the delivery of the Professional Services.

The Assigned Professional will provide the School District with timely and complete medical and all other student records entries, using School District forms. The entries shall comply with School District record-keeping standards and procedures, including but not limited to School District progress notes and periodic student evaluation reports.

**12. REFUSAL OF PATIENT REFERRALS**

The School District agrees that an Assigned Professional may refuse a student referral for any reason. If so, the Assigned Professional shall notify the director of special education services or other designated The School District personnel of the reason for the refusal, and the School District in turn shall notify the Company. The Company shall have the sole authority to reassign an Assigned Professional any time the Company should deem this advisable; in that case, the Company will apply good faith efforts to assign another Assigned Professional to the School District within a reasonable time.

**13. GRIEVANCES**

The Company agrees to cooperate with the School District in resolving any grievances concerning an Assigned Professional in the delivery of Professional Services. The School District shall notify the Company in the event of a complaint that directly relates to Professional Services delivered by an Assigned Professional. The Company will investigate the complaint in accordance with Company policies and procedures and apply good faith efforts to resolve the complaint fairly and equitably. Assigned Professionals will be disciplined in accordance with Company guidelines, policies, and procedures, as the Company may deem proper, on issues relating directly to the Assigned Professional's delivery of Professional Services. The Company will notify the School District of action taken or proposed to resolve the complaint, and of the implementation of any measures deemed by the Company to be reasonable to minimize or avoid similar, future complaints.

The School District will have the right to discipline, to reject, or to request a reassignment of an Assigned Professional for reasons that include, without limitation, inappropriate behavior, unprofessional dress, and violations of published employee policies or procedures of the School District. Should this occur The School District with work with The Company for a replacement. The Company will make best efforts to provide a replacement.

**14. INSPECTION OF RECORDS**

In accordance with applicable law, including the Social Security Act and pursuant regulations, the Company, the School District, third-party payers, the Secretary of Health and Human Services, the Comptroller General, and their authorized representatives shall have access to all data and records concerning the cost of services provided under this Agreement. All such data and records shall be retained by the School District for a period of not less than four years after the date of the services, or for such other time period as may be required by law. If the Company performs this Agreement through a subcontract exceeding \$10,000.00, such subcontractor will be required to allow access to such data and records by the persons, firms or agencies described in this paragraph.

**15. INSURANCE**

Throughout the term of this Agreement, the Company shall be responsible at its sole expense for maintaining, in its own name, general liability and professional liability insurance coverage for its employees, including each Assigned Professional. The limits of coverage maintained shall not be less than the minimum limits required by applicable law.

Throughout the term of this Agreement, the School District shall be responsible at its own expense for maintaining, in its own name, general liability and professional liability insurance coverage covering acts or omissions of employees of School District that may give rise to liability for services delivered under this Agreement. The limits of coverage maintained shall not be less than the minimum limits required by applicable law.

The Company and the School District shall each provide the other with current certificates of insurance and shall each provide the other with advance notice of at least sixty (60) days before any such insurance coverage is cancelled.

**16. WORKER'S COMPENSATION**

The Company shall comply with applicable worker compensation laws and shall provide for the payment of worker compensation to employees in the manner and as required by such laws. The limits of insurance coverage maintained by the School District for worker compensation shall not be less than the minimum limits required by applicable law.

**17. NON-DISCRIMINATION**

The Company and the School District will comply with all laws prohibiting discrimination in employment of any kind, including without limitation Title VII of the Civil Rights Act and similar state or federal laws providing that no person may be excluded from or denied benefits of employment by reason of race, national origin, age, sex, or handicap.

**18. INDEPENDENT CONTRACTOR**

The parties agree the Company is an independent contractor. No act or omission by any person shall be regarded or interpreted as creating a relationship between the parties of principal-agent, employer-employee, dual employer, joint venturer, or partner under applicable law. Apart from the promises made in this Agreement, the Company shall not assume liability for any contract, or for any claim or indebtedness of the School District.

**19. SUBCONTRACTORS**

Quantum Health Professionals will not use subcontractors to fill any requests.

**20. GOVERNING LAW**

This agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

**21. SEVERABILITY**

If a court of competent jurisdiction should find or declare that any term or clause of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unaffected thereby, but rather shall be and remain enforceable to the extent permitted by law.

**22. NO WAIVER OF BREACH; ATTORNEY FEES**

No waiver by either party of a breach of this Agreement shall be regarded for any purpose as a waiver of any later or continued breach thereof. If an action is brought by either party as a result of a breach or default in any provision of this Agreement, the prevailing party in such action shall be awarded reasonable attorney fees and costs in addition to any other relief to which the party may be entitled.

**23. EFFECTIVE DATE**

This agreement shall be effective as of August 7th, 2023, and shall bind the parties until August 6th, 2024, and be automatically renewed unless sooner terminated in accordance with paragraph 24.

**24. TERMINATION**

This agreement may be terminated by either party upon advance written notice of not less than thirty (30) days in the event of a breach thereof.

**25. NOTICES**

All notices shall be in writing and be effective if sent by certified mail, return receipt requested, postage prepaid.

to the Facility at:

**Raytown Quality Schools**

6608 Raytown Rd \_\_\_\_\_

Raytown, MO 64138 \_\_\_\_\_

---

to the Company at:

**Quantum Health Professionals, Inc.**

6901 Shawnee Mission Parkway Suite 207,  
Mission, KS 66202

**26. INDEMNIFICATION**

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

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

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

As a condition precedent to indemnification, each party agrees to inform the other party within 10 business days of receipt of any claim, demand, or notice for which it may seek indemnification from the other party and agrees to cooperate in the investigation and defense of any such claim, demand, or notice.



**27. ASSIGNMENT**

The terms of this contract shall bind all successors in interest and assignees of the parties hereto.

**28. ENTIRE AGREEMENT**

This writing states the parties' agreement on all the subjects covered in it. Neither party has made any promise, representation or warranty to the other that has been omitted from this writing. This Agreement may be amended only through a writing executed by both parties or their authorized agents.

**29. CAPTIONS**

Captions appear in this Agreement for convenience only and shall not be considered substantive in its construction or interpretation.

**30. COUNTERPARTS; FACSIMILE SIGNATURES**

This Agreement may be executed in counterparts, and when so executed each counterpart shall be deemed to be an original, and said counterparts together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile and upon such delivery the facsimile signature shall be deemed to have the same effect as if the original signature had been delivered to the other Part(ies).

IN WITNESS WHEREOF, the undersigned have executed this agreement as of the day and year first written above.

**QUANTUM HEALTH PROFESSIONALS, INC.**

By \_\_\_\_\_  
Kim Scott-Robert, President

**RAYTOWN QUALITY SCHOOLS**

By \_\_\_\_\_  
\_\_\_\_\_  
Print Name and Title

## Attachment 2023-2024 Rate Schedule

<b>Discipline</b>	<b>Local Rates</b>	<b>Travel</b>
<i>Teacher (Gen. Ed., Special Education, Visually Impaired, Deaf &amp; Hard of Hearing)</i>	\$66.00-\$71.00	\$72.00-\$77.00
<i>Advanced Placement Teacher (STEM)</i>	\$70.00-\$80.00	\$81.00-\$86.00
<i>Speech Language Pathologist</i>	\$66.00-\$71.00	\$72.00-\$77.00
<i>Speech Language Pathologist Assistant</i>	\$50.00-\$55.00	\$56.00-\$61.00
<i>Speech Therapy Facilitator</i>	\$35.00-\$40.00	\$41.00-\$46.00
<i>Occupational Therapist</i>	\$65.00-\$70.00	\$71.00-\$76.00
<i>Occupational Therapist Assistant</i>	\$50.00-\$55.00	\$56.00-\$61.00
<i>Physical Therapist</i>	\$65.00-\$70.00	\$71.00-\$76.00
<i>Physical Therapist Assistant</i>	\$50.00-\$55.00	\$56.00-\$61.00
<i>School Psychologist</i>	\$75.00-\$85.00	\$86.00-\$96.00
<i>School Psychologist Assistant</i>	\$45.00-\$50.00	\$51.00-\$56.00
<i>Board Certified Behavior Analyst/Board Certified Assistant Behavior Analyst</i>	\$85.00-\$100.00	\$101.00-\$111.00
<i>Behavior Specialist</i>	\$66.00-\$71.00	\$72.00-\$77.00
<i>Academic and Behavior Interventionist</i>	\$50.00-\$60.00	\$61.00-\$66.00
<i>Registered Behavior Technician</i>	\$45.00-\$50.00	\$51.00-\$56.00
<i>Process Coordinator/Case Manager</i>	\$66.00-\$75.00	\$76.00-\$81.00
<i>Academic Evaluator</i>	\$70.00-\$75.00	\$76.00-\$81.00
<i>Paraprofessionals</i>	\$35.00-\$40.00	\$41.00-\$46.00
<i>Orientation &amp; Mobility Specialist</i>	\$90.00-\$100.00	\$101.00-\$120.00
<i>Interpreter (Range developed to include a variety of languages)</i>	\$62.00-\$70.00	\$71.00-\$79.00
<i>Registered Nurse</i>	\$62.00-\$67.00	\$68.00-\$73.00
<i>School Medic</i>	\$58.00-\$62.00	\$63.00-\$68.00
<i>Licensed Practical Nurse</i>	\$52.00-\$57.00	\$58.00-\$63.00
<i>Certified Nurse Aide</i>	\$35.00-\$40.00	\$41.00-\$45.00
<i>Counselors, Social Workers</i>	\$65.00-\$70.00	\$71.00-\$76.00
<i>Special Education Substitute Teacher</i>	\$51.00-\$56.00	

**Electronic Time Sheets:** The Company will provide the school district with electronic time sheets for Assigned Professional(s) executed by the Assigned Professional. Designated School District personnel will verify the reported hours worked for the previous billing week no later than 5:00 p.m. (in School District's time zone) Monday of each billing week. Each Assigned Professional will report their time in increments of not less than one-quarter of an hour.

**Holiday Rate:** The facility will be billed 1.5 times the standard hourly billing rate for all hours worked on specified holidays. Specified Holidays include the following: New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving, and Christmas.

***Inclement Weather and AMI Days:*** The school district will not be billed for any inclement weather days that are determined by the district unless the professional has prior approval. The school district will be billed for any AMI days (Alternative Method of Instruction).

***Drive Time and Mileage:*** Drive time will be billed at the above noted hourly rates. All drive time between School sites will be billed to the School District.

Mileage will be billed at the Standard Federal Mileage Rate. All mileage traveled between School sites will be billed to the School District.

***Overtime:*** The facility will be billed 1.5 times the standard hourly billing rate for hours worked by an assigned healthcare professional exceeding 40 hours in any given work week.

***Minimum Daily Hours:*** In order to meet the varying staffing needs of our customers, we offer both a half-day shift and/or a full-day shift. A half-day shift requires at least a four (4) hour minimum daily charge and a full-day shift requires at least an eight (8) hour minimum daily charge.

***Direct Hire Agreement:*** Facility agrees to notify Quantum Health Professionals in writing of its intent to hire, enter into any arrangement to hire, or contract for service with any personnel who was referred to Facility or any affiliates by Quantum Health Professionals or worked for Quantum Health Professionals in a scheduled assignment in Facility during the preceding six (6) month period. In addition, Facility agrees and warrants to pay Quantum Health Professionals a direct hire fee based on the following Schedule:

- Full-time & part-time positions (> 20hours scheduled per week) – 20% of proposed annual salary
- PRN positions (< 20 hours scheduled per week) one-time \$3500 fee.

All fees are due within 30 days of the employee Direct Hire employment/contract for service date. Quantum Health Professionals retains the right to waive any and all Direct Hire Fees at the discretion of the Company.

***Facsimile Signature:*** This Attachment may be executed and delivered by facsimile and upon such delivery the facsimile signature shall be deemed to have the same effect as if the original signature had been delivered to the other Party(ies).

**Company Name:** Raytown Quality Schools

**Company Name:** Quantum Education Professionals

---

Name/Title

---

Name/Title: Kim Scott-Robert, CEO

---

Signature:

---

Signature:

---

Date:

---

Date: