

CLIENT SERVICES AGREEMENT



Bilingual Therapies, a d/b/a of New Direction Solutions, LLC (hereafter “Bilingual”), and **Perris Union High School District** whose principal location is 155 EAST FOURTH ST., PERRIS, CA 92570 (hereafter “Client”) enter into this non-exclusive Client Services Agreement for the purpose of referring and placing Consultants (“Consultant”) with Client. This Agreement shall govern the overall terms of the relationship, while a separate assignment confirmation for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

1. Scope of Services.

Bilingual will use its commercially reasonable efforts to provide Consultants for assignment with Client. Bilingual will be responsible for payment of each Consultant’s wages and applicable payroll taxes, deductions, and insurance, including worker’s compensation, general liability and professional liability coverage for the benefit of the Consultants. If a Consultant is unable to complete the specified assignment, Bilingual will use its commercially reasonable efforts to find a replacement in a timely manner.

2. Independent Contractor.

The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, that each Consultant shall be an employee of Bilingual and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. Bilingual agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. Bilingual does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, Bilingual will notify Client in advance of the assignment to receive approval of this arrangement.

3. Telepractice Services.

Bilingual, at Client’s specific request, may provide telepractice services through VocoVision. Should utilization of VocoVision occur, Client shall, at that time, receive in addition to Addendum A–Client Assignment Confirmation, an Addendum B–Teleservices Provisions, Addendum C–Duties and Responsibilities and Addendum D–VocoVision Equipment Policies which, collectively, outline specific terms and conditions regarding VocoVision’s telepractice services.

4. Insurance.

Bilingual will maintain at least the following minimum amounts of insurance:

- a. General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.
- b. Workers Compensation - in accordance with state regulations.
- c. Employer’s Liability - \$1,000,000.
- d. Excess Liability over General Liability and Employer’s Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.
- e. Professional Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.
- f. Sexual Abuse and Molestation - \$1,000,000 each claim and \$3,000,000 aggregate

5. Competency.

Bilingual will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. Bilingual will endeavor to present only Consultants who are qualified for Client’s open position(s) on job requirements established by Client either verbally or in writing. While Bilingual will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, Bilingual will make available to Client all appropriate Consultant records that Bilingual may permissibly disclose (e.g. skills checklist(s), work history, etc.) and will facilitate an interview between Client and Consultant in order to assist Client in the hiring decision.

6. On-Site Responsibility.

Client is responsible for providing all support, facilities, training, direction, materials, supplies, and means for the Consultant to complete the assignment. Client acknowledges that Bilingual is not providing special education and/or related services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant’s adherence to the applicable standard of care and acknowledges that Bilingual is not responsible for the Consultant’s on-site performance. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant’s compliance with health and safety requirements, including those instituted by Client.

7. Employment of Consultants.

Should Client wish to engage in a contingency search agreement for specific disciplines to help fulfil required staffing levels, the account representative assigned will work with Client to develop a separate agreement outlining the scope of such a requested search.

8. Equal Opportunity.

It is the policy of Bilingual to provide equal opportunity to all Consultants for employment. Bilingual and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.

9. Timekeeping and Invoicing.

Client will ensure that Consultants accurately record the start and stop times for all hours worked, in accordance with the Client's policies utilizing the Client designated method which may include the submission of Bilingual's timesheet. Timesheets are due weekly by 12:00 PM on the Monday following the end of Client's designated workweek.

Bilingual will generate an invoice for Client based on timesheets submitted. Client must review the invoice and notify Bilingual of any errors, including billed hours or improper rates, immediately and in writing. Invoicing errors not received within thirty (30) days of the date of invoice shall not be disputed and invoices will be due in full.

10. Payment Terms.

Client will be billed on a weekly basis for all services provided during the previous week. Client will pay Bilingual based on the service charges specified in an assignment confirmation as applicable to each placement with Client. Bilingual pays its Consultant(s) overtime in compliance with federal, state, and/or local laws. Bilingual will bill Client at one and on-half times the regular bill rate for all hours Bilingual is required to pay the Consultant(s) overtime. It is Client's responsibility to notify Bilingual if pre-approval is required for any or all overtime hours prior to any such hours being worked. **Payment is due within thirty (30) days of receipt of invoice.**

11. Default Charges.

Invoices shall be considered past due if not paid by the agreed-upon due date. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Additionally, Bilingual reserves the right to approve or to discontinue any extension of credit and the terms governing such credit.

12. Limitation of Liability.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

13. Administrative Responsibilities.

Client shall be responsible for orienting Consultant to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultant fail to submit paperwork as required per Client's policies and procedures, Client must notify Bilingual in writing within three (3) business days of alleged failure. Failure to notify Bilingual before assignment ends shall negate any Client claim to withhold payment due to untimely work and/or paperwork non-compliance by Consultant. Client agrees that all approved time sheets by Client's assigned representative are not subjected to billing dispute if Client fails to notify Bilingual of time sheet and work performed discrepancies.

14. Incident and Error Tracking.

Client will report to Bilingual any performance issues, incidents, errors and other events related to the care and services provided by Bilingual employees. Bilingual will document reported incidents in employee's personnel file and track all such events for quality assurance purposes. Client will report to Bilingual any performance issues, incidents, errors and other events related to the care and services provided by Bilingual employees. Bilingual will document reported incidents in employee's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the occurrence.

15. Reporting of Work-Related Injuries.

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for unit to which Bilingual's Consultant has been assigned. Client ensures compliance with all applicable OSHA or state Department of Labor obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to Bilingual within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected Consultant will contact their immediate

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Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to Bilingual concurrently with Client for the purposes of reporting such even to Bilingual's workers compensation carrier. If Bilingual's Consultants are not eligible for treatment of work-place injury, incident or exposure by Client or if reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both Bilingual and Bilingual's Consultant.

16. Termination of Contracted Assignment with Cause.

If Client requests removal of Consultant due to performance issues, misconduct or failure to pass any physical, drug screen or other assessment, immediate written and verbal notice is required within forty-eight (48) hours including all supporting documentation specifying the reasons and facts of the termination. If the Client does not provide such documentation within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that Bilingual's Consultants are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by Bilingual in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 14 of this agreement. Bilingual shall have seventy-two (72) hours to refill the position in the event of termination with cause.

17. Termination of Contracted Assignment without Cause.

Client may cancel an assignment with thirty (30) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 30-day period of notice. In the event Client is unable to provide thirty (30) days' notice of termination, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by Bilingual as a result of such cancellation.

18. Guaranteed Minimum Hours.

Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled shift(s) or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours.

19. Unscheduled Facility Closure Policy.

Bilingual will incur fixed expenses over the entire course of a Consultant's contract assignment with Client related to the Consultant's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in a Consultant's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services for all Consultants whose services can be performed in such a setting. Client shall be billed for services performed at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours shall be entered and processed according to the normal time submittal and approval process unless otherwise requested by Client and agreed upon by Bilingual. Bilingual and Client will mutually determine which contracted disciplines qualify for virtual services. For contracted services not eligible for virtual services, Client will be invoiced and shall pay for each such affected Consultant's services at the reduced rate of \$200 per day for each day that the Consultant(s) is unable to work by virtue of such Unscheduled Closure.

20. Multiple Locations.

If client requires Consultant to travel to and perform services at more than one location, Client will compensate Bilingual for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.

21. Issue Resolution.

In the event Client encounters an issue that is not satisfactorily resolved by its Bilingual representative, Client should escalate the issue to the appropriate Bilingual manager by calling: 800-825-7133. Please ask for your account representative's manager.

22. Indemnification.

Each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.

23. Confidentiality.

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and **includes bill rates, fees for permanent placements and terms and conditions of this Agreement.** It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information.

Disclosures required by law including properly executed Freedom of Information Act requests and information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement shall be the only exceptions permitted under this Agreement.

Confidential Information of Bilingual shall include, but is not limited to, any and all unpublished information owned or controlled by Bilingual and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Bilingual and which is not generally disclosed to the public including but not limited to employee information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

24. Family Education Rights and Privacy Act.

Bilingual shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about the Client's students is contained in records maintained by Bilingual and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA and Client policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, Consultants assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

25. Paid Sick Leave.

For those jurisdictions that have passed or will pass legislation requiring Paid Sick Leave, Paid Sick Time will be billed back to Client at the straight-time bill rate for all hours taken by any Consultant assigned to Client. This section is not applicable until the effective date of such legislation has been reached.

26. Conflicts of Interest.

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party's business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

27. Notices.

All notices required to be given in writing will be sent to the names/addresses listed below.

<i>Bilingual Therapies</i> Contract Department 5550 Peachtree Parkway Suite 500 Peachtree Corners, GA 30092 ContractNotices@bilingualtherapies.com
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<i>To Client</i> Client: Perris Union High School District Address: 155 EAST FOURTH ST., PERRIS, CA 92570

28. Survival.

The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

29. Governing Law.

This Agreement shall be governed by the laws of the state of California.

