



staffrehab

Better therapy staff

Staffing Service Agreement

Services

Subject to availability, StaffRehab will provide staffing services on request from **Mountain View-Whisman School District** here in referred to as "Client" as needed. Staff Rehab will refer qualified candidates without regard to race, sex, color, religion, national origin, marital status, veteran status, other protected category, or the presence of a non-job related medical condition or disability. The contents of all appendixes and addenda are incorporated herein by reference set forth in this agreement

Assignments

Client shall have the right of refusal regarding the candidates to be provided. Candidates shall perform the services at the work site of the Client and during the normal work hours of the Client. The Client understands and agrees that any personnel assigned to the Client by StaffRehab, pursuant to this agreement, shall perform all services as an independent contractor to the Client and not as an employee, agent, partner, or venture participant of the Client

Location/Supervision

Client will provide, at no cost to StaffRehab, working space facilities, and related services and supplies necessary to support StaffRehab associates. StaffRehab will work under the supervision and direction of the Client

Liability Insurance

StaffRehab shall maintain and provide to the Client, upon written request, the following information for any personnel provided.

Proof of valid professional license if applicable. Proof of insurance coverage, such is defined herein:

Worker's Compensation Insurance per statutory requirements

StaffRehab shall procure and maintain insurance, and upon request, shall provide the Client with Certificates of such insurance covering the following risks:

- Professional Liability - \$1,000,000 per claim, \$3,000,000 Aggregate
- General Liability - \$1,000,000 per claim, \$3,000,000 Aggregate

Cancellations

On short-term assignments (of one to fourteen days), cancellations must be made forty-eight (48) business hours prior to the report time. A cancellation fee of one half (1/2) the scheduled hours for any shift cancelled is charge on any cancellation made with less than forty-eight (48) business hours advance notice. On long term assignments (of two or more weeks), Client must provide a two week notice of cancellation to StaffRehab. A cancellation fee of one-half (1/2) the scheduled hours for any shift cancelled is charge

on any cancellation made with less than two week's advance notice. For travel staffing assignments (8 weeks or longer), StaffRehab must be granted at least thirty five (35) hours per week of work.

Dismissals

In instances of unsatisfactory performance of duties by the StaffRehab Associate, Client agrees to make a reasonable attempt to rectify the issue to include a notice, in writing, to StaffRehab outlining the issue at hand so that the employee may modify behavior through counsel and coaching by StaffRehab staff. Should the issue not be resolved, Client may request that StaffRehab Associate be removed from the assignment. StaffRehab will make every effort possible to comply with the Client's request as quickly as possible. Client agrees to honor the terms of this agreement and pay invoices for hours actually performed by any StaffRehab Associate up to the time of dismissal from client assignment.

Proprietary Information

Client shall be sole and exclusive owner and have full title and unrestricted rights to any proprietary information and intellectual property developed, utilized or modified in the performance of the services and deliverables under this contract. Except to the extent necessary to perform the duties assigned to him or her by the Client, the StaffRehab associate will hold such proprietary information and intellectual property in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the proprietary information, and intellectual property, and may in no event take any action causing or fail to take the action necessary in order to prevent proprietary information and intellectual property, developed by the StaffRehab associate, to lose its character or cease to qualify as proprietary information and intellectual property, without in each instance securing the prior written approval of the Client.

Hourly Rates

Client shall pay StaffRehab a fee at an hourly bill rate by job class for each hour worked by a StaffRehab associate as set forth in the Start Confirmation Sheet. Overtime and Holiday hours worked will be billed at 1.5 times the straight time hourly bill rate. Overtime hours will be determined in accordance with applicable Federal and State Laws. StaffRehab shall submit invoices on a weekly basis to Client for hours worked the previous week together with a copy of the time reports signed or confirmed by a Client representative. Invoices are to be paid within ten (10) days of the billing date. Billing rates charge to Client shall be adjusted to reflect any and all increases in the federal and state unemployment tax rates, workers compensation costs and social security rates.

Direct Hire Fees

A contingency direct hire fee of 25% of the candidate's annual salary is due and payable in full within (30) days of invoice, Contingency Direct Hire fee will be invoiced by StaffRehab when offer, verbal or otherwise, is made by Client and accepted by Candidate. **Replacement Policy:** If the candidate placed with Client voluntarily terminates their employment or is terminated for cause within sixty (60) days from the candidate start date, StaffRehab will offer a replacement courtesy for that candidate. Replacement policy is contingent upon full payment of the direct hire fee by Client within thirty (30) days of invoice.

Hiring Prerogative

Client, and its subsidiaries, shall not at any time, directly or indirectly, hire, offer employment to, or otherwise use the services of any StaffRehab associate or former StaffRehab associate until one (1) year shall have expired from the last date of service by that StaffRehab associate to client .

If Client wishes to hire any StaffRehab associate working under agreement for less than 1500 hours, Client shall give StaffRehab thirty (30) days prior written notice of intention to offer employment to any StaffRehab associate. If Client hires any StaffRehab associate previously referred during the preceding twelve (12) month period, a percentage of that associate's annual income is owed StaffRehab by Client based on the details and percentage scale outlined below:

Conversion Fees

Client agrees and warrants to pay StaffRehab a percentage of the associate's annual salary offer, upon employment from StaffRehab by Client.

<u>Length of time on assignment</u>	<u>Conversion Fee</u>
0-519 hours	25% of proposed annualized salary
520 hours – 1039 hours	20% of proposed annualized salary
1040 hours – 1499 hours	15% of proposed annualized salary
1500 + hours	\$2000 flat fee of proposed annualized salary

When Client includes on its payroll any Rehabilitation Therapist formerly referred to Client by StaffRehab, that Rehabilitation Therapist immediately ceases to be an independent contractor with respect to Client, and StaffRehab is no longer liable in any way for that person's actions or omissions.

Pre-employment Processing Fee

Client will be charge a one-time fee of \$125.00 that will be bill to the client on the first invoice once the candidate start their position.

Payment Terms

Client is billed on a weekly basis with payment due within ten (10) days. Any outstanding balances not paid within thirty (30) days of the invoice date shall be subject to a late payment charge of 1.5% per month – 18% annual rate, or such lesser amount as necessary to ensure that charge does not exceed the maximum allowable by law.

Client agrees to investigation by StaffRehab of Client's credit history, including but not limited to credit reports, rental history reports, BBB reports, and other means. StaffRehab reserves the right to refuse to enter into this Agreement, in its sole discretion, for any reason, including, but not limited to the results of the credit history inspection. StaffRehab reserves the right to request prepayment for services rendered if the results of the credit history inspection so indicate.

Payment Address:

StaffRehab

P.O. Box 102053

Pasadena, CA 91189 - 2053

Contract Termination

This agreement remains in effect until terminated by either party. This agreement shall be terminable by either party upon thirty (30) days written notice. For the purposes of this Agreement, notice shall be effective to the parties at the following addresses:

StaffRehab
5000 Birch Street
Suite 3000, West Tower
Newport Beach, CA 92660
888.835.0894
714.890.4889 Fax

Entire Agreement

This agreement contains the complete agreement between the parties with respect to the subject matter thereof and may not be modified except by written agreement signed by both parties. This agreement supersedes all previous written or oral agreements between the parties

Assignment

This agreement may not be assigned by either party without the written consent of the other party. Consent for one assignment does not waive the consent requirement for any subsequent assignment, but, subject to the foregoing limitation, will inure to the benefit of and be binding on the successors and assigns of the respective parties

Governing Law

The validity and interpretation of any terms or provisions of this Agreement of the rights and duties of the parties hereunder shall be governed and construed in accordance with the laws of the state of California. All actions, including arbitration, arising out of this Agreement, shall be in Orange County, Ca.

Severability

The parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other and remaining provisions of the Agreement; and that the invalidity or unenforceability of any Agreement provision shall not affect the validity or enforceability of any other provision or provisions of this Agreement.

The client signatory, herein below, specifically warrants that such individual has the capacity and authority to represent, contract on behalf of and bid the Client with respect to the obligations, rights, and duties contained herein.

In witness whereof, the parties have executed, sealed and delivered this agreement on this 30 day of March, 2018.

Rockstar Recruiting a limited liability corporation
DBA: Staff Rehab
Sara Palmer, on behalf of Rockstar Recruiting LLC
Title: CEO

Date: 3.30.18
Signed: [Signature]

Company Name: _____

Authorized Representative: _____

Title: _____

Signed: _____

Date: _____

By extending a permanent or travel offer to a candidate that you have received from StaffRehab, you expressly agree to the terms and conditions of the start confirmation and the StaffRehab Fee Agreement unless otherwise agreed in writing



**CALIFORNIA DEPARTMENT OF EDUCATION
NOTICE OF NONPUBLIC, NONSECTARIAN AGENCY CERTIFICATION**

Date: November 30, 2017
 Site Administrator: Lindsay Joseph
 Nonpublic Agency: StaffRehab
 NPA ID: 1A-30-199
 Site Address: 5000 Birch Street, West Tower, Suite 3000
 City: Newport Beach CA 92660

Maximum Capacity: 76+

2018 CERTIFICATION STATUS:

CONDITIONAL Amended

A conditional certification indicates that the applicant has not met the audit requirement. However, the applicant can continue serving publically placed students throughout the term of the certification.

EFFECTIVE DATES:

January 01, 2018 *through* December 31, 2018

Authorized Sites to Serve: LEAs NPA Sites NPS Sites Virtual Services

Authorized to Provide the Following Related Services:

- | | | | | | | |
|---|---|--|--|-------------------------------|-------------------------------|---|
| <input checked="" type="checkbox"/> APE | <input type="checkbox"/> BII | <input checked="" type="checkbox"/> LSDR | <input checked="" type="checkbox"/> OT | <input type="checkbox"/> RS | <input type="checkbox"/> VS | <input type="checkbox"/> LI: |
| <input checked="" type="checkbox"/> AS | <input checked="" type="checkbox"/> CG | <input type="checkbox"/> MT | <input type="checkbox"/> PCT | <input type="checkbox"/> SDTI | <input type="checkbox"/> VECD | <input type="checkbox"/> Other Services Authorized: |
| <input type="checkbox"/> ATS | <input type="checkbox"/> EE | <input type="checkbox"/> NMCRB | <input checked="" type="checkbox"/> PS | <input type="checkbox"/> SW | | |
| <input type="checkbox"/> BID | <input checked="" type="checkbox"/> HNS | <input checked="" type="checkbox"/> OM | <input checked="" type="checkbox"/> PT | <input type="checkbox"/> TS | | |

Nonmedical Care Room and Board Approved Sites: Residential Provider

Certification is not an endorsement of the services offered by the nonpublic agency (NPA), but states only that the NPA meets minimum legal standards. "Approved" or "Conditional" certifications authorize the NPA to accept students placed by local educational agencies (LEAs) under California Education Code, Section 56366.

Nonpublic Agencies Unit
 Special Education Division



Rate Sheet

Speech Language Pathologist	\$66 – \$92 per hour
Occupational Therapist	\$66 – \$90 per hour
Physical Therapist	\$66 – \$90 per hour
Certified Occupational Therapists and SLPA	\$53- \$55 per hour
School Psychologist PPS	\$77 – \$87 per hour
DIS Counselor or MFT	\$70 - 90 per hour
BCBA	\$68 – 88 per hour
ABA	\$55 per hour
OMS & VI Teachers	\$75 – 90 per hour
Social Workers	\$60– 75 per hour
APE Teachers	\$71 - 81 per hour
Special Education Teachers & Resource Specialists	\$70 – \$80 per hour
Para educators	\$40 – 45 per hour
RN	\$54 - 62 per hour
LVN	\$45 – 52 per hour
Certificated School Nurse	\$85 – 110 per hour

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <u>Rockstar Recruits LLC</u></p> <p>2 Business name/disregarded entity name, if different from above <u>Staff Rehab</u></p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>C</u> <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ </p> <p>5 Address (number, street, and apt. or suite no.) See instructions. <u>5000 Birch St. Suite 3000W</u></p> <p>6 City, state, and ZIP code <u>Newport Beach, CA 92660</u></p> <p>7 List account number(s) here (optional)</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payer code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> <p>Requester's name and address (optional)</p>
---	--

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	Employer identification number								
<table border="1" style="width: 100%; height: 30px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					<table border="1" style="width: 100%; height: 30px;"> <tr> <td style="width: 25%; text-align: center;">27</td> <td style="width: 25%; text-align: center;">- 08</td> <td style="width: 25%; text-align: center;">349</td> <td style="width: 25%; text-align: center;">75</td> </tr> </table>	27	- 08	349	75
27	- 08	349	75						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>1.19.18</u>
------------------	----------------------------	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Candidate Rate Confirmation

Date: 03/19/2018

This agreement is entered into on 03/19/2018 by and between **Rockstar Recruiting LLC, DBA StaffRehab** and **Mountain View Whisman School District**. The purpose of this confirmation is to establish a bill rate for the candidate referenced below.

Facility agrees to the following:

Candidate's Name:	Cindy Phan
Candidate's Discipline:	ABA Therapist
Assignment Dates:	04/16/2018 – end of school year per school calendar
Approved Time Off:	N/A
Guaranteed Hours & Schedule	30 hours per week
Cancellation Notice:	30 days written notice
Bill Rate:	\$47.00 per hour
Overtime/Holiday Rate:	\$70.50 per hour
Pre-employment Processing Fee:	One time fee of \$125 on the first invoice.
Mileage Reimbursement:	Per IRS Guidelines for drive time between Schools

All time over 40 hours in a week or 8 hours in a day will be billed at time and one half (1 ½)

Please complete the following information:

Facility Name and Address:	Mountain View Whisman School District 750 A San Pierre Way Mountain View, CA 94043
Facility Telephone Number:	(650) 526-3500
Facility Supervisor Name:	Mariko Kobata
Facility Dress Code:	Business Casual
Timesheet Approver Email Address and Name:	Mariko Kobata, mkobata@mwwsd.org

Billing Info:

Billing Address:	TBD
Billing Telephone Number:	TBD
Billing Contact Info:	TBD
Billing Email Address:	TBD

Cancellation of Services: A minimum 30 day written cancellation notice whereas the traveler's end date falls on a Friday must be given to StaffRehab directly (not the contract employee) for cancellation or early termination of any specific traveler contract, other than termination for cause attributable to StaffRehab or the contract employee.

Please sign and fax back to 949-258-5296 or scan and send over to tisam@staffrehab.com . If you have any questions or concerns, please contact Sara Palmer at 888.835.0894.

Client Name	Rockstar Recruiting, LLC DBA StaffRehab
Name:	Brianna Behnke
Print:	Brianna Behnke
Title:	Account Manager
Date:	03/19/2018

By extending a permanent or travel offer to a candidate that you have received from StaffRehab, you expressly agree to the terms and conditions of the start confirmation and the StaffRehab Fee Agreement unless otherwise agreed in writing