



Staffing Service Agreement

This Staffing Service Agreement ("Agreement") is entered into as of the 11th day of April, 2018 (the "Effective Date"), by and between 3Chords Inc., a California corporation d/b/a TherapyTravelers ("TherapyTravelers"), and Mountain View Whisman School District (the "Client").

1. Services and Staffing Confirmation

(a) Subject to availability, TherapyTravelers will provide the services of one or more Rehabilitation Therapist Associates (each an "Associate") on request from the Client on an as needed and as available basis (the "Services"). In order to initiate Services pursuant to this Agreement, the Client shall provide TherapyTravelers with a request (via telephone, email, facsimile, in person, or mail) describing the Services needed in reasonable detail. TherapyTravelers will promptly reply to each such request and indicate whether it has an Associate available to provide the requested Services. If TherapyTravelers elects to provide the requested Services, a confirmation of and detailed terms of the assignment will be provided to the Client in a "Staffing Confirmation Agreement" in substantially the form attached hereto as Exhibit A.

(b) Each Staffing Confirmation Agreement is incorporated herein by this reference as if fully set forth in this Agreement. If there is a conflict between the terms of this Agreement and a Staffing Confirmation Agreement, the terms of this Agreement shall prevail. The Client agrees to promptly execute and return a copy of each Staffing Confirmation Agreement to TherapyTravelers; provided, however, that if the Client fails to execute the Staffing Services Agreement, its acceptance of the terms thereof may be evidenced by its approval of the assigned Associate's weekly timesheet or electronic timekeeping record. All Services become subject to this Agreement when TherapyTravelers accepts the Client's request for Services by issuing a Staffing Confirmation Agreement or providing the Services.

(c) The Client acknowledges and agrees that any claim related to the Services provided hereunder must be reported in writing to TherapyTravelers by the earlier of (1) ninety (90) days after the claim arises, or (2) thirty (30) days after termination of the Associate's assignment pursuant to a Staffing Confirmation Agreement. TherapyTravelers will not be responsible for, and the Client hereby waives the right to assert, any claims not reported in accordance with the foregoing.

2. Associates

(a) TherapyTravelers will refer qualified candidates without regard to race, sex, color, religion, national origin, marital status, veteran status, non-job related medical condition or any other statutorily protected category. The Client shall have the right of refusal regarding the Associate assigned by TherapyTravelers, consistent with the other terms of this Agreement, but agrees that no refusal will be made on account of race, gender, color, religion, national origin, marital status, veteran status, or any other statutorily protected category. The Client understands and agrees that any Associate assigned to the Client by TherapyTravelers, 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.

(b) Associates shall perform Services at the work site of the Client and during the normal work hours of the Client. The Client will provide, at no cost to TherapyTravelers, working space facilities, and related services and supplies necessary to support each Associate engaged by the Client. Associates will work under the supervision and direction of the Client.

(b) The Client acknowledges that TherapyTravelers usually checks references on Associates only by asking specific questions to select past employers with regard to skills and work history before TherapyTravelers places an individual on his or her first assignment.

CONTRACTOR shall require all employees and all subcontractors to submit fingerprints consistent with California Education Code Section 44237. CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 including, but not limited to: obtaining California Department of Justice (CDOJ) clearance for CONTRACTOR'S employees; prohibiting its employees from coming in contact with students until CDOJ clearance is ascertained: and certifying in writing and providing such certification to the LEA that none of its employees who may come in contact with students have been, convicted of a violent or serious felony. Nor will any person be employed who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code § 44010 or to a felony that would disqualify that person from employment pursuant to EC 44237. The requirements of this section apply to all of the contractors, subcontractors, in addition to employees.

CONTRACTOR shall require all regular and substitute employees, volunteers, and any other individual who may come into contact with a student on school grounds to provide verification of having been tested for tuberculosis and cleared to work with minors as evidenced by a state licensed medical doctor's signature. CONTRACTOR shall keep a copy of said information in the employee file or volunteer file.

(c) The Client is responsible for supervising the assigned Associates(s). The Client will not permit or require an Associate: (1) to perform Services outside of the scope of his or her assignment (2) to sign contracts on behalf of the Client, (3) to make any management decisions, (4) to sign, endorse, wire, transport or otherwise convey cash, securities, checks or any negotiable instruments or valuables, (5) to operate machinery (other than office machines) or automotive equipment, (6) to perform Services remotely (on premises other than the Client's premises), or (7) to use computers or other electronic devices, software or network equipment owned or licensed by the Associate.

(d) The Client agrees to provide safe working conditions. If any assignment under this Agreement is for work to be performed under a government contract or subcontract, the Client will notify TherapyTravelers immediately: (1) of any obligations in the government contract or subcontract relating to wages, and (2) if TherapyTravelers is legally required to initiate E Verify verification procedures for any Associate. TherapyTravelers reserves the right to re-assign any assigned Associate.

(e) The Client hereby acknowledges and agrees that it is responsible for implementing and maintaining usual, customary and appropriate internal procedures and controls (including accounting, information technology, proprietary information, creative designs and trade secret safeguards) for its business. The Client further agrees that it is fully responsible for, and that TherapyTravelers will not be responsible for any injuries, claims, damages or losses that may result from the Client's failure to comply with the foregoing.

(f) Assigned Associates will execute any confidentiality agreement that the Client may reasonably require. The Client is responsible for obtaining the assigned Associate's signature. The Client agrees to hold in confidence the identity of any assigned Associate and the assigned Associate's resume, social security number and other legally protected personal information, and further agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use modification or disclosure.

3. Compensation and Payment Terms

(a) The Client shall pay TherapyTravelers an agreed hourly bill rate for each hour worked by an Associate as set forth in the Staffing Confirmation Agreement, which will also specify the duration and location of the assignment. Overtime and Holiday hours worked will be billed at least 1.5 times the normal hourly bill rate, and in a greater amount if required by applicable State or local law. Holidays in consideration will be listed on the Staffing Confirmation Agreement. Overtime hours will be determined in accordance with applicable Federal, state and local laws. Federal law defines overtime as hours in excess of 40 hours per week, and state laws vary. If state law requires

double time pay, the double time hours will be billed at 2.0 times the normal hourly bill rate.

(b) Assigned Associates will present a time sheet record to the Client or its designated representative for verification and approval at the end of each week. TherapyTravelers will bill the Client for the total hours worked, including applicable sales and service taxes all of which are payable by the Client. TherapyTravelers invoices are due and payable [upon receipt] [within ten (10) days of the billing date]. In the event that the Client fails to pay any invoice when due, the Client agrees to pay all of TherapyTravelers' costs of collection, including reasonable attorney's fees, whether or not legal action is initiated. Additionally, TherapyTravelers may, at its option, charge interest on any overdue amounts at a rate equal to the lesser of one and one half percent (1.5%) per month or the highest rate allowed by applicable law from the date the amount first became due.

(c) TherapyTravelers may increase its rates for the Services provided under this Agreement to reflect increases in its costs of doing business, including costs associated with higher wagers for workers and/or related tax, benefit and other costs. TherapyTravelers will provide written or verbal notice of any increase in its rates for the Services, and such increase will be prospective, starting as of the effective date specified by TherapyTravelers.

(d) Invoices submitted by TherapyTravelers to the Client shall include all sales, use or similar taxes that are imposed by state or local law on the amounts to be paid by the Client to TherapyTravelers pursuant to this Agreement, and the Client shall pay to TherapyTravelers the amount of all taxes so included on any invoice.

(e) Consistent with applicable Federal, state and local laws, the Client agrees to investigation from time to time by TherapyTravelers of the Client's credit history, including but not limited to credit reports, rental history reports, BBB reports, and other means. TherapyTravelers reserves the right to refuse to enter into this Agreement or immediately cancel this Agreement, in its sole discretion based on the results of the credit history inspection. TherapyTravelers reserves the right to request prepayment for services rendered if the results of the credit history inspection so indicate.

4. Client Hiring of Associates and Conversion Fees

(a) In the event that the Client, after evaluating the performance and potential of an Associate on the job, desires to employ the Associate directly, the Client agrees to abide by certain restrictions and to pay any applicable "Conversion Fee" as provided hereinbelow. The Conversion Fee, if applicable, is payable if the Client hires an assigned Associate, regardless of the employment classification on either a full time, temporary (including temporary assignments through another agency) or consulting basis within twelve (12) months after the last day of such Associate's assignment

hereunder. The Client acknowledges that a Conversion Fee, if applicable, is also payable if the assigned Associate is hired by a subsidiary or other related company or business of the Client.

(b) Neither the Client, nor its subsidiaries or affiliates, may, directly or indirectly, hire, offer employment to, or otherwise use the Services of any Associate or former Associate who has performed Services for Client equaling less than 1,500 hours at the Client's facility within the past twelve (12) months. The Client may elect to hire any Associate who has worked more than 1,500 hours at the Client's facility within the past twelve (12) months, subject to payment of a fee equal to thirty five percent (35%) of the Associate's annual total compensation, including bonuses (the "Conversion Fee"). The Client will pay the Conversion Fee to TherapyTravelers within 10 days of billing. In order for an Associate to be hired on as the Client's employee, the Client must have a zero balance on all outstanding invoices. The foregoing hiring restriction and Conversion Fee obligations shall survive until one (1) year after the last date of service by the subject Associate at the Client's facility.

(c) TherapyTravelers agrees to waive its right to a Conversion Fee after an Associate has completed 2,700 hours over the course of two (2) school years.

(d) The Client shall provide TherapyTravelers thirty (30) days prior written notice of its intention to offer employment to any Associate, and shall immediately confirm in writing when it has extended the offer (in writing, verbally or otherwise), and when the TherapyTravelers Associate accepts the offer (in writing, verbally, or otherwise). TherapyTravelers will bill Client for the Conversion Fee after the TherapyTravelers Associate accepts Client's offer.

(e) Commencing on the first day that the Client includes on its payroll any Associate formerly referred to Client by TherapyTravelers, that Associate immediately ceases to be an independent contractor with respect to Client, TherapyTravelers is no longer the Associate's employer, and is in no way liable in any way for that person's actions or omissions, tax deductions, workers' compensation insurance, unemployment compensation taxes or any other legally required taxes and withholdings.

5. Direct Hire Fees

(a) Should the Client wish to use TherapyTravelers as a headhunter for permanent assignments, a "Contingency Direct Hire Fee" equal to thirty three percent (33%) of the candidate's annual salary will become payable to TherapyTravelers when an offer, verbal or otherwise, is made by the Client and accepted by the candidate. Payment is due in full within thirty (30) days of invoice.

(b) Replacement Policy: If the candidate placed with Client voluntarily terminates his/her employment or is terminated for cause within sixty (60) days from

the candidate's start date, TherapyTravelers will offer a replacement courtesy for that candidate. However, the replacement policy is contingent upon full payment of the direct hire fee by Client within thirty (30) days of invoice.

6. Dismissals

In instances of unsatisfactory performance of duties by an Associate, the Client agrees to make a reasonable attempt to rectify the issue, including a notice, in writing, to TherapyTravelers outlining the issue at hand so that the Associate may modify behavior through counsel and coaching by TherapyTravelers staff. Should the issue not be resolved within a reasonable amount of time, the Client may request that the Associate be removed from the assignment. TherapyTravelers 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 Associate up to the time of dismissal from the Client's assignment.

7. Cancellations

On short-term assignments (i.e., one to fourteen days), cancellations must be made six (6) business days prior to the report time. A cancellation fee of one half (1/2) the scheduled hours for any shift cancelled is payable to TherapyTravelers for any cancellation made with less than six (6) business days notice. On long-term assignments (i.e., two or more weeks), Client must provide twenty (20) in-session school days (work days) notice of cancellation to TherapyTravelers. A cancellation fee equal to the scheduled hours for any shift cancelled is payable to TherapyTravelers for all cancellations made with less than twenty (20) in-session school days (work days) notice. For assignments TherapyTravelers must be granted at least forty (40) hours per week of work (unless the Client's full time business schedule is only thirty-five (35) hours per week, or (37.5) thirty seven and a half hours per week). If an Associate's travel staffing assignment ends prematurely, the Client agrees to pay to TherapyTravelers, upon presentment of an invoice, all remaining housing costs for the Associate, including apartment and furniture leasing costs, until the expiration of the applicable lease(s).

8. 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. Termination of this Agreement will also result in the termination of all Staffing Confirmation Agreements between TherapyTravelers and the Client. In addition, each Staffing Confirmation Agreement shall be subject to immediate termination in the event that TherapyTravelers reasonably determines that the assigned Associate's professional license or code of ethics has been compromised.

9. Notices

For the purposes of this Agreement, notice shall be effective to the parties at the following addresses:

Client: Mountain View Whisman
750 A San Pierre Way
Mountain View, CA 94043

TherapyTravelers: TherapyTravelers
355 Redondo Ave.
Long Beach, CA 90814

9. Insurance, Indemnification and Limitation of Liability

(a) TherapyTravelers shall maintain and provide to the Client, upon written request, proof of any assigned Associate's valid professional license, if applicable, and proof of Worker's Compensation Insurance (which will be maintained per statutory requirements). Additionally, TherapyTravelers shall procure and maintain insurance and upon written 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

(b) To the extent permitted by law, TherapyTravelers will defend, indemnify, and hold the Client 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 TherapyTravelers' breach of this Agreement; its failure to discharge its duties and responsibilities set forth herein or in the Staffing Confirmation Agreement; or the negligence, gross negligence, or willful misconduct of TherapyTravelers or its officers, employees, or authorized agents in the discharge of those duties and responsibilities.

(c) To the extent permitted by law, the Client will defend, indemnify, and hold TherapyTravelers 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 the Client's breach of this Agreement; its failure to discharge its duties and responsibilities set forth herein or in the Staffing Confirmation Agreement; or the negligence, gross negligence, or willful misconduct of the Client or its officers, employees, or authorized agents in the discharge of those duties and responsibilities.

(d) Circumstances may arise where, because of a default on the part of TherapyTravelers, the Client is entitled to recover damages from TherapyTravelers. Regardless of the basis on which the Client is entitled to claim damages from TherapyTravelers (including fundamental breach, negligence, misrepresentation, or other contract or tort claim) TherapyTravelers' liability, if any, will (in the aggregate for all claims, causes of action, or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid to TherapyTravelers for the Services that are the subject of the claim.

10. Miscellaneous

(a) 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

(b) 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

(c) Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. In any arbitration arising out of or related to this Agreement, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. In any arbitration arising out of or related to this Agreement, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits.

(d) 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, exclusive of conflict or choice of law rules. All actions, including arbitration, arising out of this Agreement, shall be in Los Angeles, California.

(g) **Authority.** 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 and delivered this Agreement as of the Effective Date.

"TherapyTravelers"

3CHORDS INC.
A California Corporation

By: _____


Maria Lankenau, Vice President

"Client"

Mountain View Whisman School District

By: _____

By extending a permanent or travel offer to a candidate that you have received from TherapyTravelers, you expressly agree to the terms and conditions of the Staffing Confirmation Agreement and the TherapyTravelers Staffing Service Agreement unless otherwise agreed in writing.

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