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## Staffing Agreement

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**Client:** Mountain View Whisman School District  
**Contact:** Gary Johnson  
**Phone:** 650-526-3500 ext. 1163  
**Email:** [gjohnson@mvwsd.org](mailto:gjohnson@mvwsd.org)

Accountable Healthcare Staffing, Inc. ("Accountable") is committed to presenting the most qualified Health Care Providers ("Providers") at the best possible rates. The rates listed below reflect the hourly billing rate for each specialty, or discipline. The terms and requirements of each assignment will be detailed and agreed upon in an Accountable Assignment Confirmation ("Assignment Confirmation"), which the Client must sign, and return, prior to the assignment start date.

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Please note that every Provider and their rate must be approved in writing by Client, on the Assignment Confirmation prior to starting the assignment.

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<u>DISCIPLINE</u>	<u>Weekday Per Hour Billing Rate*</u>
Speech Language Pathologist (SLP)	\$80.00 - \$85.00
Occupational Therapist (OT)	\$80.00 - \$85.00
Physical Therapist (PT)	\$80.00 - \$85.00
School Psychologist	\$80.00 - \$85.00
Special Education Teacher	\$80.00 - \$85.00

**Other disciplines priced upon request.**

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- Overtime will be billed at 1.5 times the applicable hourly rate when pre-approved in writing.
  - When transportation between schools is required, the time in transit is billable at the applicable hourly rate. There are no additional charges for mileage.
  - Bilingual positions may require a higher billing rate.

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Phone: 888.853.0979 | Email: [schools@ahcstaff.com](mailto:schools@ahcstaff.com)  
[www.ahcstaff.com](http://www.ahcstaff.com)



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## Terms and Conditions

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This Staffing Agreement (hereinafter referred to as the "Agreement") is made and entered into between **Mountain View Whisman School District** (hereinafter referred to as "Client") and **Accountable Healthcare Staffing, Inc.** (hereinafter referred to as "Accountable"). The individuals employed by Accountable and furnished to the Client are hereinafter referred to as "Provider(s)." Accountable is in the business of recruiting therapists, nurses and other employees in the health care field, and providing their services in a temporary capacity to client employers throughout the United States. Client will, upon request, receive such services based on the provisions outlined below.

### ACCOUNTABLE RESPONSIBILITIES

1. Accountable will provide the Assignment Confirmation to be completed, signed and returned by the Client regarding each assignment. The Assignment Confirmation works in tandem with this Agreement to define the responsibilities and arrangements of the assignment. In the event of a conflict between this Agreement and the Assignment Confirmation, the Assignment Confirmation will control.
2. Accountable will provide a copy of any available licenses, resume and appropriate documentation for each Provider when requested in order that Client may determine if the Provider meets Client's requirements.
3. Accountable will dismiss or reassign a Provider, if necessary, based on receipt of **written** notice from the Client of unsatisfactory performance.
4. Accountable is responsible for salary, withholding applicable federal and state taxes, unemployment insurance and worker's compensation for Providers. In addition, Accountable will provide proof of general and professional liability coverage for each Provider with a minimum of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate, when requested.
5. Provider(s) will be considered an employee of Accountable working under the supervision of the Client.
6. Accountable will not be considered in breach or violation of this Agreement if prevented from performing its obligations due to any reason beyond its control.
7. Accountable will invoice Client weekly.
8. Accountable shall comply with the requirements of Education Code Section 45125.1 including, but not limited to: obtaining California Department of Justice (CDOJ) clearance for Accountable'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.

### CLIENT RESPONSIBILITIES

1. Client will confirm any specific needs, such as facility, shift or specialty, start dates, duration, work site, and report times for each assignment in the Assignment Confirmation.
2. Client will provide orientation to Provider(s), which will include all relevant rules and responsibilities necessary to perform satisfactorily.
3. If Client, or an affiliate, hires said Provider within a one (1) year period subsequent to the original assignment, Client will pay Accountable a placement fee as specified in the Assignment Confirmation.

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- 4. Client is responsible for verifying, approving and signing Accountable time cards for Provider(s).
- 5. Client agrees to pay each invoice upon receipt. Failure to pay within thirty (30) days of invoice date will result in a 1.5% finance fee per month and may result in withdrawal of Provider's services to the Client.
- 6. Client agrees to retain Provider(s) according to the specified facility, dates, times and hours, as well as particular minimum billing requirements, as detailed on the Assignment Confirmation.
- 7. Assignments may be extended or renewed by mutual written agreement, no later than five (5) working days before the end of the assignment. If extended or renewed, the fee to Accountable will be at least the amount set forth in the Assignment Confirmation.
- 8. Client agrees to comply with all applicable federal, state and local laws, rules and regulations.

**TERMS OF AGREEMENT**

- 1. This Agreement will commence when signed by authorized representatives of both Client and Accountable. Once signed, the Agreement will remain in effect until terminated, in writing, by either party. Upon termination of this Agreement, any Provider(s) on assignment at that time will complete said assignment as outlined in the Assignment Confirmation.
- 2. This writing and the Assignment Confirmation constitute the entire Agreement between the parties.
- 3. Both parties agree that the prevailing party in any litigation arising from this Agreement is entitled to be compensated for all related court costs and attorney fees.
- 4. Payment shall be made to: **Accountable Healthcare Staffing, Inc., PO Box 732800, Dallas, TX 75373-2800.**

**IN WITNESS WHEREOF**, this Agreement has been duly executed by Accountable and Client on the dates set forth below.

**MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT:**

**ACCOUNTABLE HEALTHCARE STAFFING, INC.:**

\_\_\_\_\_  
Authorized Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

 E-SIGNED by Barbara Sverdlik

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Authorized Signature

Print Name: Barbara Sverdlik

Title: Vice President, Clinical Services

Date: November 21, 2018



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## Assignment Confirmation

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This Assignment Confirmation works in tandem with the Agreement to define the responsibilities and arrangements of the assignment. In the event of a conflict between the Agreement and this Assignment Confirmation, the Assignment Confirmation will control.

<b>Client</b>	Mountain View Whisman School District 1400 Montecito Avenue	<b>Provider</b>	Karen Tucker
<b>Address</b>	Mountain View, CA 94043	<b>Position</b>	Special Education Teacher
<b>Phone</b>	<a href="tel:650-526-3500">650-526-3500 ext. 1163</a>	<b>Start Date / Time</b>	1/7/2019
		<b>Estimated End Date</b>	6/7/2019
<b>Report To</b>	Gary Johnson	<b>Bill Rate</b>	\$80 per hour

**Assignment Details:** 37.5hrs/week

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- **Credentialing by Accountable includes:** a criminal background check (which includes OIG and National Sex Offenders Registry), drug testing, verification of references and licensure/certifications as required per state and discipline, and HIPAA acknowledgement. Accountable shall require all employees and all subcontractors to submit fingerprints consistent with California Education Code Section 44237.
- Accountable 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. Accountable shall keep a copy of said information in the employee file or volunteer file.

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**Please note:** Client's signature below without the addition of any Client-specific credentialing requirements will be considered approval of Accountable's current credentialing as described above.

- Subject to Client's written pre-approval, overtime will be billed at 1.5 times the hourly rate for all hours worked in excess of 40 hours per week.
- Should the Provider be unable to fulfill this assignment due to illness or other unforeseen emergency, Accountable will make every effort to provide a substitute. Accountable has no control over these circumstances and can assume no liability.
- Accountable does not provide testing materials or equipment for this assignment.
- If the Client or its affiliate hires Provider within one (1) year from the date of this Assignment Confirmation, the Client will pay Accountable a placement fee equal to 20% of the Provider's first year total compensation within thirty (30) days after the Provider commences work for Client.

**By signing below, Client acknowledges its review and acceptance of the above assignment details and requirements:**

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**MOUNTAIN VIEW WHISMAN SCHOOL  
DISTRICT:**

\_\_\_\_\_  
Authorized Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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