



Supplemental Staffing Agreement

This Supplemental Staffing Agreement ("Agreement") is entered into as of the 1st day of July, 2020 ("Effective Date") between Advanced Medical Personnel Services, LLC. (d/b/a, Advanced Travel Therapy, Advanced Travel Nursing, Advanced School Staffing, Advanced Teletherapy), a Delaware Company (hereinafter "Advanced") and Mountain View Whisman School District (hereinafter "District").

WHEREAS, District provides or arranges for the provision of healthcare and educational services to students and employees;

WHEREAS, Advanced employs healthcare professionals ("HCP" or "HCPs") to provide healthcare and educational services (the "Services") on an independent contract basis to healthcare providers;

WHEREAS, District desires Services at its facilities and Advanced desires to provide the Services in accordance with the terms of this Agreement; and

WHEREAS, it is contemplated by and between the Parties that this Agreement will set forth the basic understanding of the Parties, and that the Parties will be able to add additional Addenda to this Agreement in the future by written agreement between the Parties.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, it is mutually covenanted and agreed by and between the parties hereto as follows:

A. Engagement:

1. District hereby retains and engages Advanced to provide the Services to District at its facilities ("Facilities").

B. Obligations of Advanced:

1. Advanced shall provide HCPs determined to meet minimum requirements and qualifications ("Job Qualifications") of job vacancy requisitions ("Requisitions") on an as-available, as-needed basis to District. Advanced will make available to District qualified staff, including, but not limited to, Speech Language Pathologists, Occupational Therapists, Physical Therapists, Behavioral Specialists, Assistant Therapists (SLPA/COTA/PTA), School Psychologists ("Therapist") and School Nurses to provide supplemental healthcare support and education services ("Services") to Partner students ("Students") with identified or suspected educational or disability special needs.



2. Each HCP assigned to District will possess: (a) experience and qualifications at least equivalent to the Job Qualifications; (b) current BLS certification and other certifications as required; (c) valid professional license in state of practice, as applicable; (d) current physical examination, including proof of Hepatitis B vaccination or declination, and PPD or negative Chest X-Ray; (e) criminal background check; (f) drug testing. Advanced will provide the above documentation to District during the Quality Assurance process, in addition to other specific requirements as identified by the District.

3. HCPs reporting to a local contract or travel assignment (“Assignment”) for the first time shall report to District’s Human Resources Department, or Special Education Department, and provide a picture ID evidencing their identity.

4. HCPs accepted by District for Assignment will be employed by Advanced and Advanced will have sole and exclusive responsibility for the payment of wages and applicable payroll taxes for Services performed.

5. All HCPs will be W-2 employees of Advanced, and Advanced will be solely responsible for payroll, benefits, insurance and all employer-employee matters

6. Advanced shall provide professional liability insurance in limits of not less than \$2,000,000 per occurrence and \$4,000,000 in aggregate, and worker's compensation insurance as required by state law. Additionally, Advanced will carry general liability in the amount of \$1,000,000 per occurrence and \$3,000,000 in aggregate.

7. Advanced will use its best efforts to recruit qualified Clinicians to staff District’s facility(ies) from Agency and/or Agency’s direct and indirect subsidiaries in accordance with District’s specifications.

8. Advanced will comply with all applicable federal and state laws and regulations regarding the confidential and secure treatment of Personally Identifiable Information (PII) and Personal Health Information (PHI). Compliance includes but is not limited to: HIPPA; FERPA; PPRA; COPPA; IDEA.

9. Prior to providing Services, each HCP shall receive orientation to Advanced policies and procedures, safety, infection control, rights of patients and cultural diversity and sensitivity.

10. Advanced shall assign an Account Manager to act as the primary contact between Advanced and District. The Account Manager will engage with unit managers to understand screening requirement, perform interview scheduling and other relationship management tasks required to ensure a high level of performance.

11. HCPs are required to report to Advanced any occurrence or incident outside routine events that have caused or might cause injury or loss to a patient, employee or visitor, or have resulted in damage to Advanced or District property. These types of incidents and all safety and health violations must be reported and are logged and reviewed pursuant to the Advanced incident reporting policy. Advanced will notify and, where



appropriate, will work with District to mitigate the potential for incidents to reoccur. Incidents deemed “sentinel events” as defined by the Joint Commission (“JCAHO”) would be addressed pursuant to Joint Commission protocol.

C. Obligations of District:

1. District will provide Advanced with Requisitions defining the Job Qualifications of each vacancy District wishes to fill. District will be responsible to confirm through phone interview, and any other competency evaluation methods District chooses to employ, that HCP meets the Job Qualifications and is accepted for Assignment(s).

2. District shall endeavor to request HCPs for Assignment at least fourteen (14) days prior to Assignment commencement.

3. District will provide HCPs on Assignment with orientation to District policies, the relevant work setting and any program-specific policies and procedures.

4. District has the right to cancel an Assignment without penalty up to seven (7) days prior to Assignment commencement. District will pay Advanced an early cancellation fee equal to thirty-seven and a half (37.5) hours at the regular hourly bill rate if an approved assignment is canceled less than seven (7) days of the start date.

5. District retains the right to reassign or dismiss any HCP for cause. Cause shall be defined as an HCP deemed in the professional judgment of District to be: (a) incapable of performing the duties and responsibilities of the position; (b) excessively absent; (c) insubordinate; (d) found to be engaging in substance abuse; (e) engaging in unprofessional conduct or neglect of duty; (f) in violation of District rules, regulations or policies; (g) debarred from providing services under any regulation or state or federal program. District shall immediately notify Advanced of its intent to dismiss or reassign an HCP for cause and provide written notice outlining the circumstance leading to the action. In the event District dismisses an HCP for cause, District shall be obligated to pay Advanced only for hours worked by the HCP prior to dismissal. Advanced will use its best efforts to provide a replacement HCP, should District desire a replacement, within two (2) weeks of notification.

6. District shall complete and execute a Facility Assignment Confirmation form (“Confirmation Form”) for each HCP accepted by District for an Assignment. Confirmation Form shall reference the incorporation of the terms of this Agreement, including the name of each accepted HCP, start and end date of Assignment, unit, shift, expected hours per workweek, billing rate(s) to District and authorization of any additional costs, fees or compensation above those listed in the Fee Schedule attached hereto as Exhibit A. Confirmation Form may also include other requested services or terms to which Advanced and District agree.

7. District guarantees each Assignment a minimum number of regular work hours per workweek (the “Expected Minimum Work Hours”). District agrees to guarantee 32 hours per week. District guarantees



each Assignment the Expected Minimum Work Hours whether or not HCP is actually utilized by District for said period. District will compensate Advanced for each Assignment at either the actual hours worked or the Expected Minimum Work Hours, whichever is greater.

8. Should District wish to dismiss a HCP for reasons other than cause, such as a change in student population or other reasons not related to performance, District agrees to provide thirty (30) day notice to Advanced. If District does not provide thirty (30) day notice, District agrees to pay Advanced thirty (30) days of the Expected Minimum Work Hours at the Assignment regular bill rate.

9. Flipping. A HCP submitted to District for acceptance may not be contracted through another agency, or hired directly by District, if the Advanced was first to submit the HCP for review. Furthermore, a parent, subsidiary, successor, assignee or partner of District, or any customer of District, may not utilize the services of HCP, unless it is through agreement with Advanced (either this Agreement or another substantially similar agreement), or as further provided hereunder.

10. District agrees not to engage, solicit, entice or attempt to hire (other than by or through this Agreement) any HCP until one (1) year after the start date of the HCP's first Assignment. If District wishes to hire a HCP within the one (1) year blackout period, District agrees to pay the applicable conversion fee as defined in Exhibit A attached hereto.

11. District will comply with all applicable federal and state laws and regulations regarding the confidential and secure treatment of Personally Identifiable Information (PII) and Personal Health Information (PHI). Compliance includes but is not limited to: HIPAA; FERPA; PPRa; COPPA; IDEA.

12. District agrees to designate a member of its staff who will act as a coordinator for HCPs and will ensure HCPs are oriented to all applicable policies and procedures, code of conduct and safety requirements. District also agrees to provide an orientation period adequate for the specialty and competency for each Assignment, which will be considered part of the Expected Minimum Work Hours.

13. District shall only float or re-assign HCP to a student caseload or different school other than the student caseload or school HCP was originally assigned to, if HCP is determined qualified and competent to work in the alternate student caseload or different school. District agrees to provide HCP with orientation to the new student caseload or school appropriate to the HCP's qualifications and experience. District agrees to notify Advanced in writing if HCP is to be permanently re-assigned to a different school or student caseload other than the student caseload or school HCP was originally assigned to.

14. District agrees at all times to provide HCP a safe and suitable work environment which complies with all applicable federal, state, HIPAA and local workplace rules and regulations.

15. District will notify Advanced immediately in the event District becomes aware of any work-related injury to HCP, occupational exposure, safety hazard event, or "sentinel event" involving an HCP. At the



request of Advanced, District will cooperate with administration of treatment/care, and/or incident investigation and reporting. District shall provide written documentation to Advanced.

16. Exclusivity. Until such time, if any, that this Agreement is terminated pursuant to the terms of this Agreement, District grants Advanced the exclusive right to provide Therapy services to Partner, and its affiliates and subsidiaries, upon the terms as set forth in this Agreement.

D. Compensation:

1. Advanced shall invoice District weekly according to the Fee Schedule, plus all applicable state and local taxes. Payment for invoices shall be due no later than thirty (30) days from the invoice date (Net30). A finance charge of one and one-half percent (1.5 %) per month shall be added to balances outstanding for thirty (30) days or more.

2. District agrees to pay all reasonable attorney's fees and other costs and expenses that may be incurred by Advanced to collect amounts past due for performance of Services or to enforce any other obligation under this Agreement.

E. Term and Termination:

1. The term of this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year, subject to earlier termination of this Agreement as provided for herein. Thereafter, this agreement shall renew automatically for additional one (1) year periods, unless either party notifies the other party in writing of its intent not to renew at least sixty (60) days prior to automatic renewal.

2. Either party may terminate this Agreement without cause upon notice of no less than sixty (60) days. Notice shall be in writing and sent via certified mail.

3. Termination of this Agreement for any reason whatsoever shall not affect an approved Assignment hereunder. Notwithstanding the termination of this Agreement, any HCP who has started an Assignment or is confirmed to begin an Assignment shall complete such Assignment with District through the Initial Contract Period, or such applicable longer period, and District shall continue to compensate for the services of HCP according to the terms of this Agreement.

F. Miscellaneous:

1. Neither party shall have the right to assign this Agreement or any of the rights or obligations under this Agreement without the prior written consent of the other party hereto.

2. The terms, covenants, conditions, provisions and agreements herein contained shall be binding on, and inure to the benefit of the parties hereto, their successors and permitted assignees.



3. The Agreement shall be subject to and governed by the laws of the State of Colorado. The venue for any legal action or proceeding will be Broomfield County, Colorado.

4. In performing the services herein specified, both Advanced and each HCP is acting as an independent contractor and shall not be considered an employee of District. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Advanced and each HCP shall be responsible for their own debts, obligations, acts and omissions, including the payment of all withholding, social security and other taxes and benefits. As an independent contractor, Advanced and/or each HCP is responsible for filing such tax returns as may be required by law or regulations.

5. Neither party to this Agreement will make any commitments nor incur any charges or expenses for, or in the name of, the other party, nor be considered the agent, partner, joint venture, employer, fiduciary or employee of the other party. The provisions set forth in this Section shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

6. Each party (“Indemnifying Party”) shall indemnify, defend and hold harmless the other party and such other party’s officers, directors, employees, agents and contractors (the “Indemnified Parties”) from and against any and all liability, claims, losses, costs, judgments, penalties, fines, damages and expenses directly arising from the negligent acts or omissions of the Indemnifying Party, its officers, directors, agents, employees or contractors.

7. In compliance with federal law, including the provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as well as state and local laws regulations, the parties hereto will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age disability, sexual orientation or military service.

8. Advanced strictly follows all state wage & hour laws, include mandatory meal and rest breaks. District agrees that all state wage & hour laws are applicable and will be enforced for Advanced employees on assignment.



9. This Agreement may not be changed or modified except by written agreement executed by both parties. Notices shall be hand delivered by courier service or mailed by registered or certified mail, return receipt requested, addressed to:

Advanced:

District: Mountain View Whisman SD

ADVANCED MEDICAL PERSONNEL SERVICES, LLC.
11001 W. 120th Avenue, Suite 310
Broomfield, CO 80021
Attn: Contracts

1400 Montecito Avenue
Mountain View, CA 94043

10. Either party's failure to enforce, or the delay by either party in enforcing, any of the provisions, rights or remedies hereunder shall not constitute a continuous waiver or modification of such provision, right or remedy, or a waiver or modification of any other provision, right or remedy hereunder.

11. The headings contained here are for convenience reference only and shall not modify, define, limit or expand the expressed provisions of this Agreement.

12. In connection with the execution of this Agreement, the parties hereto agree that all matters relating to this Agreement are strictly confidential and that no such party shall disclose or disseminate any information concerning any term or terms of this Agreement to any third person or persons, except as set forth herein. Any such disclosure or dissemination shall be regarded as a breach of this Agreement and cause of action shall immediately accrue for damages. Disclosures made to legal and financial advisors to the extend reasonably necessary to obtain their counsel in connection with this Agreement, as long as those third parties agree to be bound by the confidentiality obligations contained herein, shall be permitted.

13. Advanced agrees to make available to the Secretary of Health and Human Services, the Comptroller General of the Government Accounting Office, District and each of their representatives, all contracts, books, documents and records that are necessary to certify the nature and extent of costs hereunder for a period of four (4) years after furnishing of services pursuant to this Agreement in the event compensation to Advanced exceeds \$10,000 per year.

14. This Agreement contains the entire Agreement between the parties hereto, and no representations or agreements, oral or otherwise, between the parties not embodied herein or attached hereto shall be of any force or effect. Any additions or amendments to this Agreement subsequent hereto shall be of no force or effect unless in writing and signed by the parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed and original and all of which shall constitute a single agreement.



H. Measures to Prevent Loss of Services:

In the event that a state or local order closes one or more District facilities, the District has the following options to prevent an Advanced Employee assigned to the District from being unavailable when the District reopens its facility:

- (a) Continue to pay each Advanced Employee assigned to the facility for all previously scheduled time, as set forth in the most recent [confirmation document], during the period of time that the facility where the Advanced Employee is assigned is closed; or
- (b) Allow each Advanced Employee assigned to the facility to provide services utilizing the Advanced telehealth platform Televate or District's preferred distance learning platform. The Advanced Employee will continue to provide services as set forth in the most recent [confirmation document].

If District elects to terminate any assignments as the result of a closure, standard termination provisions apply. If District terminates the assignment of any Advanced Employee, Advanced cannot guarantee that the Advanced Employee will be available when District reopens its facility.

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

Advanced Medical Personnel Services, LLC

Mountain View Whisman SD

Signed _____

Signed _____

Name _____

Cathy Baur
Name _____

Title _____

Chief Academic Officer
Title _____

Date _____

Date _____

ADDENDUM TO CONTRACT

- Advanced requires an annual skills checklist to be completed by all clinicians for assessment purposes. If a competency exam is required, it will be provided by Advanced.
- Re-assignment of staff to different facilities or assignments requires notification so that Advanced can ensure the clinician is appropriately credentialed and suited for the new placement.
- Incidents, complaints, errors and sentinel events must be communicated with Advanced (Director of Operations) within 24 hours of the occurrence. All reported issues will be investigated immediately and thoroughly by Advanced. Resolution information will be documented appropriately and disseminated to all required persons.
- Clinicians placed on assignment will require full orientation of the facility, by facility staff, prior to treating patients.
- Any District, facility or employee that has a concern about the quality and safety of patient care provided by Advanced Medical, which has not been addressed by Advanced Medical's management, is encouraged to contact the Joint Commission at www.jointcommission.org or by calling the Office of Quality Monitoring at 630.792.5636.

EXHIBIT A

1. Billing Rates & Terms

REGULAR BILL RATES

Classification	Regular Rate Range
Speech Language Pathologist	\$85-88/HR
Occupational Therapist	\$85-88/HR
Physical Therapist	\$85-88/HR
Bilingual SLP, OT, PT	\$85-88/HR
Speech Language Pathology Assistant (SLPA)	\$70-75/HR
Certified Occupational Therapy Assistant (COTA)	\$70-75/HR
Physical Therapy Assistant (PTA)	\$70-75/HR
Clinical Fellow with Advanced Supervision (CF)	\$90-95/HR
School Psychologist (LSSP)	\$98-105/HR
Board Certified Behavioral Analyst (BCBA)	\$98-105/HR
School Nurse (RN, LPN)	\$75-80/HR

OVERTIME THRESHOLDS

8 Hr. Shift	Billing Rate
1 – 8 hrs.	Regular

Weekly Hours Worked (8, 10, 12 hr. shifts)	Billing Rate
1 – 40 hrs.	Regular ³
40+ hrs.	Overtime ³

Rate Range Definition

Company will present all HCP candidates with a predetermined rate, hours/schedule and cancellation notice timeframe that is tailored to District's request. Rates are all-inclusive and will cover housing, health insurance, workers compensation, general and professional liability, payroll taxes and travel expenses to and from the job assignment location. Full season contracts are 42 weeks in length and range from 35 to 40 hours per week. Hours and contract length may be pre-negotiated based on your individual facility needs.

1. Overtime, holidays and call-back hours are billed at 1.5 x the applicable Regular Rate.
2. Holidays and designated school closure days are defined as New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and all other holidays regularly observed by District.
3. Advanced strictly follows State and W&H Laws, specifically on the determination of compensable OT hours worked.

Conversion Fees

An HCP accepted by District for a job assignment and hired to work staff for District within the following periods will incur a conversion fee.

Classification	After Year 1	After Year 2
Physical Therapist, Occupational Therapist, Speech Language Pathologist, Physical Therapy Assistant (PTA), Certified Occupational Therapy Assistant (COTA), Speech Language Pathology Assistant (SLPA), School Psychologist, Board Certified Behavioral Analyst and School Nurse	15% of annualized Salary	10% of annualized Salary

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

Advanced Medical Personnel Services, LLC

Mountain View Whisman SD

Sign _____

Sign _____

Name _____

Name Cathy Baur

Title _____

Title Chief Academic Officer

Date _____

Date _____