

The Stepping Stones GROUP

Cumberland • MyTherapyCompany
AlphaVista • Staffing Options & Solutions

Corporate Office
2586 Trailridge Drive East, Suite 100
Lafayette, CO 80026
Ph: 866-447-6916 Fax: 303-456-2173
www.thesteppingstonesgroup.com

ASSIGNMENT CONFIRMATION

This Assignment Confirmation ("Agreement") made as of, **October 1, 2019** by and between 101 Therapy Staffing, Inc. a subsidiary of Pediatric Therapy Services, LLC, d/b/a The Stepping Stones Group ("Contractor") and Ravenwood City School District ("Client"). The purpose of this Agreement is to establish rate and billing information for the candidate and their services listed below

Employee's Name:	Rani Reddy
Discipline:	Special Education Teacher
Billable Hours/Week:	40 hours per week
Bill Rate:	\$ 85.00 per hour
Additional Info:	SY 19/20

Billing Information

A/P Contact Name and Title: Jennifer Gravem, Interim Director – Special Education			
A/P Email Address: jgravem@ravenswoodschools.org			
Mailing Address: 2120 Euclid Avenue			
City: East Palo Alto		State: CA	Zip 94303
A/P Phone Number: 650-329-2800			
<i>Client will be invoiced every two weeks via email unless otherwise indicated below. Invoices shall include a summary listing of employee hours for each of Contractor’s employees contracted to Client during the bi-weekly billing period. If any specific billing requirements are desired by Client, please note them in the Special Billing Instructions below, otherwise standard bi-weekly invoicing delivered via email will be provided.</i>			
Special Billing Instructions:		No overtime, additional hours unless approved by the Director Monthly Invoicing	

Non-Solicitation: During the term of this Agreement and for a period of 12 months after the termination of this Agreement, Client agrees not to directly or indirectly contract with, offer employment to or hire any employee of the Contractor assigned to Client or any candidate submitted by Contractor to Client. Client agrees that if they directly hire any contracted employee provided by the Contractor or candidate submitted by the Contractor there is a one-time fee equal to 20% of the employee's salary.

Client Signature

Title

Name

Date



The **Stepping Stones**
GROUP

Cumberland • MyTherapyCompany
AlphaVista • Staffing Options & Solutions

Corporate Office
2586 Trailridge Drive East, Suite 100
Lafayette, CO 80026
Ph: 866-447-6916 Fax: 303-456-2173
www.thesteppingstonesgroup.com

SERVICES AGREEMENT

This Services Agreement ("Agreement") made as of **October 1st 2019**, by and between., **101 Therapy Staffing Inc.**, a subsidiary of Pediatric Therapy Services, LLC, d/b/a The Stepping Stones Group ("Contractor") and **Ravenswood City School District, 2120 Euclid Avenue, East Palo Alto, CA 94303** ("Client"). It is hereby agreed as follows:

FEES: Unless more particularly described in Exhibit B to this Agreement, Contractor agrees to provide the following services to Client and Client agrees to pay the following hourly rates below for those Services:

<u>Discipline</u>	<u>Bill Rate</u>
Special Education Teacher	\$85.00.per hour

Client agrees to be billed (except during holidays) by Contractor for an aggregate weekly minimum of **40** hours per week; provided, however, that if any employee of Contractor is absent during any week due to illness or other personal time off and Contractor does not replace such employee during such week, the foregoing minimum amount will be reduced by the number of hours of such absence. No employee of Contractor will work above 40 hours per week, or above eight hours per day, without advanced authorization from both Contractor and the designated supervisor assigned by Client. Any hours worked that are subject to state or federal statutory overtime requirements will be billed at 150% of bill rate. Client will not be billed during school closures and school holidays.

When Statutory Costs and other employee costs of living increase, Contractor will pass those increases along to Client with no mark-up. Client agrees to pay such increases at the same time as any billed fees pursuant to this Agreement. Statutory Costs include any costs and expenses of Contractor that are associated with Workers Comp, FICA, FUTA, SUTA, and incremental costs associated with the Affordable Care Act (ACA), among others.

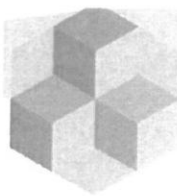
MILEAGE: To the extent applicable, travel between schools will be considered billable time and will be billed at the current IRS mileage rate. No travel will be billed when work is completed at one site.

PAYMENT TERMS: Client will be billed every two weeks, as more particularly described in Exhibit A to this Agreement and agrees to pay all outstanding invoices within 30 days of receipt. Client agrees and understands that Client is billed on actual hours of service provided by the Contractor's employee, based on the total hours listed on a biweekly timesheet.

A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by Client will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorneys' fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by Client. If payment of invoices is not current, Contractor may suspend performing further work.

EMPLOYEE BENEFITS AND INSURANCE: Contractor will be responsible for providing all employee benefits and insurance including Workers' Compensation coverage.

NO SOLICITATION: During the term of this Agreement and for a period of two years after the termination of this Agreement, Client agrees not to directly or indirectly contract with, offer employment to or hire any employee of the Contractor assigned to Client or any candidate submitted by Contractor to Client. Client agrees that if they directly hire any contracted employee provided by the Contractor or candidate submitted by the Contractor there is a one-time fee equal to 20% of the employee's salary. -



The Stepping Stones GROUP

Cumberland • MyTherapyCompany
AlphaVista • Staffing Options & Solutions

Corporate Office
2586 Trailridge Drive East, Suite 100
Lafayette, CO 80026
Ph: 866-447-6916 Fax: 303-456-2173
www.thesteppingstonesgroup.com

CONFIDENTIALITY: Client agrees not to provide the content information of this Agreement to any individual or an entity that may be considered a competitor of the Contractor. Client further agrees not to discuss or disclose any information pertaining to the contents of this Agreement including but not limited to fees/costs, duration and terms, etc. to the Contractor's employee assigned to provide services to the Client. Disclosure of such information to the Contractor's employee will be considered a breach of this Agreement.

Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of Client's confidential information will be imputed to Contractor as a result of any of Contractor's employees having access to such information. The provisions set forth in the foregoing paragraph and this paragraph shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

COOPERATION: Client agrees to cooperate fully, and to provide assistance to, Contractor in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve any employees of Contractor.

TERMINATION: The Term of this Agreement will end on **June 11th 2020** and may continue beyond this period by mutual consent. Client agrees not to terminate the Agreement until the end of the term unless (a) Contractor's employee assigned to Client as a whole is deficient in its performance of the services hereunder or (b) any member of Contractor's employee assigned to Client commits an act of professional or ethical misconduct. Client agrees to notify Contractor of any deficiencies in services or possible ethical or professional conduct as soon as Client becomes aware of such deficiencies or misconduct and further agrees to permit Contractor the opportunity to cure any deficiency or misconduct within thirty (30) days of such notice in lieu of termination of this Agreement. Contractor may terminate this Agreement (i) if Client discontinues operations or (ii) if Client fails to make any payments as required by this Agreement.

INDEMNIFICATION AND LIMITATION OF LIABILITY: To the extent permitted by law, Contractor will defend, indemnify, and hold Client and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from Contractor's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of Contractor or Contractor's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

To the extent permitted by law, Client will defend, indemnify, and hold Contractor and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from Client's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of Client or Client's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.



The Stepping Stones GROUP

Cumberland • MyTherapyCompany
AlphaVista • Staffing Options & Solutions

Corporate Office
2586 Trailridge Drive East, Suite 100
Lafayette, CO 80026
Ph: 866-447-6916 Fax: 303-456-2173
www.thesteppingstonesgroup.com

As a condition precedent to indemnification, the party seeking indemnification will inform the other party within ten (10) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

The provisions in this section of the Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

JURISDICTION: This agreement shall be governed by, construed, and is enforceable in accordance with the laws of the State of California. Any action or proceeding relating to or arising out of this Agreement shall be commenced and heard in the State or Federal Court sitting in California. Both parties hereby consent to the jurisdiction and venue of such courts.

GENERAL: No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.

The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first above written.

CONTRACTOR:

CLIENT:

Joseph "Jay" Totter
Signature

Signature

Joseph "Jay" Totter
Name

Name

Vice President, School Services
Title

Title

10/2/2019
Date

Date

Notices:
101 Therapy Staffing, Inc.
The Stepping Stones Group
177 Park Avenue, Suite 200
San Jose, CA 95113
Phone: 669-777-6832

Notices:
Ravenswood City School District
2120 Euclid Avenue
East Palo Alto, CA 94303
Phone-650-329-2800



The **Stepping Stones**
GROUP

Cumberland • MyTherapyCompany
AlphaVista • Staffing Options & Solutions

Corporate Office
2586 Trailridge Drive East, Suite 100
Lafayette, CO 80026
Ph: 866-447-6916 Fax: 303-456-2173
www.thesteppingstonesgroup.com

EXHIBIT A:
BILLING INFORMATION FORM

To be completed and submitted with Agreement

Client Name:	Ravenswood City School District	
A/P Contact Name and Title:	Jennifer Gravem, Interim Director, Special Education	
A/P Email Address:	jgravem@ravenswoodschools.org	
Mailing Address:	2120 Euclid Avenue	
City: East Palo Alto	State: CA	Zip: 94303
A/P Phone Number:	650-329-2800	
A/P Fax Number:		

Client will be invoiced every two weeks via email unless otherwise indicated below. Invoices shall include a summary listing of employee hours for each of Contractor's employees contracted to Client during the bi-weekly billing period. If any specific billing requirements are desired by Client, please note them in the Special Billing Instructions below, otherwise standard bi-weekly invoicing delivered via email will be provided.

Special Billing
Instructions:

Client Signature

Title

Name

Date



The Stepping Stones
GROUP

Cumberland • MyTherapyCompany
AlphaVista • Staffing Options & Solutions

Corporate Office
2586 Trailridge Drive East, Suite 100
Lafayette, CO 80026
Ph: 866-447-6916 Fax: 303-456-2173
www.thesteppingstonesgroup.com

EXHIBIT B:
ASSIGNMENT CONFIRMATION

A copy of this Exhibit B to be completed for each employee assigned by Contractor to Client and incorporated by reference into the Services Agreement.

Employee Assignment Information:

Employee Name:	Rani Reddy
Discipline:	SPED Teacher
Billable Hours/Week:	8 hrs. per day/ 40 hours per week
Bill Rate:	\$85.00 per hour
Additional Info:	

Client Signature

Title

Name

Date