

ASSIGNMENT CONFIRMATION

This Assignment Confirmation (“Agreement”) made as of **Aug 1, 2017**, by and between **101 Staffing Services Inc**, a subsidiary of Pediatric Therapy Services, LLC, d/b/a The Stepping Stones Group (“Contractor”) and, **Milpitas Unified School District** (“Client”). The purpose of this Agreement is to establish rate and billing information for the candidate and their services listed below:

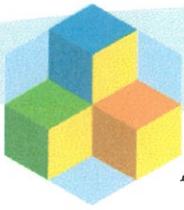
Employee’s Name:	Krista Stratton
Discipline:	Special Education Teacher
Billable Hours/Week:	40 hours
Bill Rate:	\$80.00
Additional Info:	

Billing Information

A/P Contact Name and Title: Regina Wyatt, Acct. Technician, Accts Dept.		
A/P Email Address: rwaytt@musd.org		
Mailing Address: 1331 E Calaveras Blvd		
City: Milpitas	State: CA	Zip: 95035
A/P Phone Number: 408-635-2600 Ext 6016		
<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:	Monthly	

Non-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.

Client Signature	Title
Name	Date



SERVICES AGREEMENT

This Services Agreement (“Agreement”) made as of August 1, 2017, by and between **101 Therapy Staffing, Inc**, a subsidiary of Pediatric Therapy Services, LLC, d/b/a The Stepping Stones Group (“Contractor”) and, **Milpitas Unified School District, 1331 E. Calaveras Blvd., Milpitas, CA 95035** (“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	\$80.00 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.

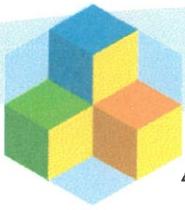
PAYMENT TERMS: Client will be billed every two weeks, as more particularly described in Exhibit A to this Agreement, and agrees to pay all outstanding invoices within 30 days of receipt. Client agrees and understands that Client is billed on actual hours of service provided by the Contractor’s employee,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

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.

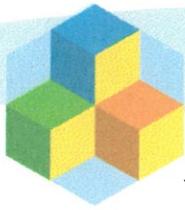
TERMINATION: The Term of this Agreement will be for a period of twelve months and may continue beyond this period by mutual consent. Client agrees not to terminate the Agreement until the end of the term unless (a) Contractor's employee assigned to Client as a whole is deficient in its performance of 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.

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 Stepping Stones GROUP

Cumberland • MyTherapyCompany
AlphaVista • Staffing Options & Solutions

Corporate Office
1290 Kifer Rd, Ste 301
Sunnyvale, CA 94086
Phone: 408-331-2181 Fax: 408-519-3457
www.alphavistausa.com

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:

Signature

Signature

Pradeesh Thomas

Name

Name

President

Title

Title

8/7/17

Date

Date

Notices:

Notices:

101 Therapy Staffing, Inc.
1290 Kifer Rd, Suite 301
Sunnyvale, CA 94086
Phone: 408-331-2181

Milpitas USD
1331 E. Calaveras Blvd.
Milpitas, CA 95035
Phone: 408-635-2600

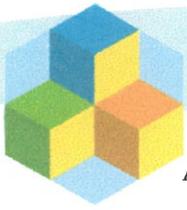


EXHIBIT A: BILLING INFORMATION FORM

To be completed and submitted with Agreement

Client Name: Milpitas Unified School District		
A/P Contact Name and Title: Regina Wyatt, Acct Technician, Accts Dept.		
A/P Email Address <i>(note: all invoices will be emailed, unless otherwise specified below):</i> rwyatt@musd.org		
Mailing Address: 1331 E. Calaveras Blvd.		
City: Milpitas	State: CA	Zip: 95035
A/P Phone Number: 408-635-2600 Ext 6016		
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:	Monthly billing, send invoices to Suzette Bromage sbromage@musd.org
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Client Signature	Title
Name	Date

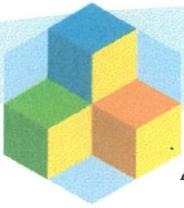


EXHIBIT B:
ASSIGNMENT CONFIRMATION

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

Employee Assignment Information:

Employee's Name:	Krista Stratton
Discipline:	Special Education Teacher
Billable Hours/Week:	8 hrs. per day/ 40 hrs. per week
Bill Rate:	\$80.00
Additional Info:	

_____	_____
Client Signature	Title
_____	_____
Name	Date

Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return) 101 Therapy Staffing, Inc	
Business name/disregarded entity name, if different from above dba The Stepping Stones Group	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
Address (number, street, and apt. or suite no.) 1290 Kifer Rd, Ste 301	Requester's name and address (optional) Milpitas USD 1331 E. Calaveras Blvd Milpitas, CA 95035
City, state, and ZIP code Sunnyvale, CA 94086	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
Employer identification number									
4	7	-	1	9	5	5	2	0	6

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 on page 3.

Sign Here	Signature of U.S. person ▶ <i>Evelyn Robinson</i>	Date ▶ <i>8/7/17</i>
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General Instructions

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

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

