



EBS (EDUCATIONAL BASED SERVICES) SERVICE AGREEMENT

This agreement executed on the date last set out herein is between Educational Based Services, Inc., a Pennsylvania corporation hereinafter referred to as "EBS" and Milpitas Unified School District hereinafter referred to as "School System".

1. Terms of Agreement

The terms of this Agreement shall commence on 8/12/2019.

2. Engagement

School System hereby engages EBS to supply Psychologists / Physical Therapists / Occupational Therapists / Speech Therapists / Special Education Teachers (hereinafter "Therapist") during the term hereof as School System shall require to staff its facilities. School System understands and agrees that EBS has spent a lot of time, effort, and money in recruiting said professionals and that EBS is supplying resumes to School System with the intent of securing a contract.

3. Status of EBS

All Therapists assigned to School System, pursuant to this Agreement shall, for all purposes under this Agreement, be obligated to the provisions attached in Addendum A (which would be the confirmation of the placement of a therapist).

EBS shall provide general and professional liability insurance for all of its employees at a rate of \$1,000,000 per occurrence and \$3,000,000 in Aggregate.



4. Documentation

EBS shall provide School System the necessary material to keep on file with documentation which establishes that EBS has, in effect, current insurance policies with respect to the following:

A. Worker's Compensation

B. General and Professional liability insurance as required in paragraph 3 listed above. EBS shall give School System written notice prior to the cancellation of any of the above mentioned policies.

5. Qualifications of Healthcare Professionals

EBS shall maintain and make available to School System, current profiles for each therapist consisting of an application, skill checklist, current license issued by the State where School System is located, two work references and a copy of a current physical examination which includes a PPD test early or the results of a chest x-ray within the year, Rubella Titre, and Varicella Titre.

A. Each therapist (Registered/Licensed) shall carry a copy of his or her license and shall present said license to School System Administration, if requested.

B. Each therapist shall have at least two work references which shall be documented at EBS headquarters office.

6. Staffing Requirements

Requests from the School System for staffing will be made in writing to EBS in as much advance notice as possible, with routine updates of open assignments. Each therapist will be scheduled for a guaranteed minimum of 40 regular hours within a one-week period. Overtime hours are paid after 40 hours are worked within a one week period of time. Overtime rate will be paid at time and one-half per hour or agreed upon rate.

Overtime hours may be offered by School System and worked only by mutual agreement with the therapist.

The following holiday rates will be billed at time and one-half per hour: Holiday's to be considered are those observed by the School System. These holidays can be re-evaluated by the School System.



Cancellation of a scheduled shift may occur only with the mutual agreement between the School System and the therapist. Such canceled hours will be without pay by the School System and without penalty to the Therapist by EBS.

School System will directly pay Therapist current per mile rate for travel performed by Therapist for School System; such travel would include home visits or travel between facilities/schools operated by School System.

7. Right to Dismiss

If in the professional judgment of School System Administration, a therapist referred by EBS is incompetent, negligent, or has engaged in misconduct, School System may require therapist to leave the School System premises, and shall inform EBS of this action immediately. School System's obligation to compensate EBS for such therapist's services shall be limited to the hours actually worked by such therapist.

8. School System Policies and Procedures

While providing services at School System, therapists shall comply with all provisions of the licensing law under which he or she is licensed; with regulations promulgated there under; and with facility policies adopted by the School System to protect the health and welfare of student's. School System shall provide orientation for therapists wherein general policies and procedures as well as high tech and specialty procedures of the School System related to the rendering of therapists care in the facilities will be explained.

9. Liaison

EBS shall provide a 24 hour liaison to the School System to resolve any problems that may occur.

10. Billing

School System agrees to pay EBS for its service hereunder in accordance with the negotiated rate set forth between School System and EBS. EBS shall render weekly/bi-weekly invoices therefore and payment shall be due within thirty (30) days of invoice date.

A monthly late fee of 1.5% will be assessed on unpaid balances for each invoice over thirty (30) days. Any late fees due for late payments will be included in School System's next payment to EBS.



11. Notice

Any notice required under this agreement shall be in writing and sent to the parties at the following addresses:

School System:

Milpitas Unified School District
1331 E Calaveras Blvd
Milpitas, CA

By Damian Huertas Ruiz

Title SPEO Coordinator

Date 6/6/19

EBS:

Educational Based Services, Inc.
200 Skiles Blvd
West Chester, PA 19382

By Steve Benner

Title Special Education Coordinator

Date 6/6/19



To: Damian Huertas
Date: 6/6/2019
Re: Confirmation for Alexis Ballinger

This letter is to confirm that Alexis Ballinger will be working at Milpitas Unified School District as a special education teacher through Educational Based Services, Inc. Alexis' assignment will begin on 8/12/2019 and will run through 6/4/2019 with a guaranteed minimum of 40 hours per week. The length of her assignment is guaranteed. The bill rate is \$85 per hour. Scheduled school time off during this period will include [to be determined per school calendar]. If any holidays are worked during this period time worked will be billed at time and one half. Overtime will be billed at time and one half for hours worked in excess of forty (40) hours per week. If therapist is required to work at more than one school, one school shall be designated as the therapist's base school and mileage shall be paid directly by the school system to the therapist for travel to and from the other facilities at the schools current per mile rate; in addition, actual travel time will be billed at the rate of \$85 per hour. The therapist will present the school system with weekly online time sheets, which are to be electronically signed by an authorized individual of the school system; Damian Huertas-Ruiz These time sheets are used for billing purposes and payment is to be made for all hours signed off on by the authorized individual.

At no time during the term hereof, and for a period of two (2) years after termination, School System shall not, directly or indirectly, by itself or through any affiliated entity or any other contract companies, solicit or attempt to employ Alexis Ballinger.

Educational Based Services (EBS)

Authorized Signature Steve Benner

Title Special Education Coordinator

Date 6/6/2019

Milpitas Unified School District
Authorized Signature

Title SPED Coordinator

Date 6/6/19



Please complete & make corrections where necessary:

SCHOOL SYSTEM: Milpitas Unified School District

SCHOOL SYSTEM INFORMATION SHEET

Invoicing information:

ADDRESS TO BILL: 1331 G. Calaneros
Attention: Damian Huertas Ruiz
Phone Number: 408/635 2600 x6049
Fax Number: 408/635 2624

Signature Authorization for Contractor Time sheets:

School System: Milpitas Unified School District

Teacher: Alexis Ballinger

The therapist will present the School System with weekly online time sheets, which are to be signed by an authorized individual at the School System; Damian Huertas-Ruiz. These time sheets are used for billing purposes and payment is to be made for all hours signed off on by the authorized individual.

Signature:

Title:

SPEd Coordinator

Printed Name:

Damian Huertas Ruiz

Dated:

6/6/19

Please have this confirm signed by an authorized individual and email back