



Client Services Agreement

Milpitas School District

("Hereinafter referred to as "client", whose location is,

1331 East Calaveras Boulevard Milpitas, California 95035

and Birch Agency agree to the terms and conditions

set forth in this Client Services Agreement (the "Agreement"). This is a nonexclusive agreement to provide Special Education Professionals to the Client. This Agreement shall govern the overall terms of the relationship while a separate addendum (Addendum A); an assignment confirmation will be added for each placement. Addendum A will outline the name of the Special Education Professional, bill rate, length of the assignment, and the location/locations where the services will be performed.

Nature of Relationship

1. The services that BIRCH AGENCY will render to CLIENT under this Agreement will be as an independent contractor. Nothing contained in this Agreement will be construed to create the relationship of principal and agent, or employer and employee, between BIRCH AGENCY and CLIENT. All Assigned Employees will be employees of the Birch Agency.

BIRCH AGENCY's Duties and Responsibilities

2. BIRCH AGENCY will
 - a) Recruit, screen, interview, and assign its employees ("Assigned Employees") to perform the type of work described on Addendum A under CLIENT's supervision at the locations specified on Exhibit A;
 - b) Pay Assigned Employees' wages and provide them with the benefits that BIRCH AGENCY offers to them;
 - c) Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;
 - d) Provide the client with any documentation required for candidate to legally work in their facility or as required by state law to provide services that they are assigned for.
- e) BIRCH AGENCY will conduct reference checks, background and drug screening, and I9 Verification prior to a candidate beginning any assignment with the CLIENT. We will also perform any additional credentialing required by CLIENT or as mandated by state law. CLIENT must note any additional requirements below and will notify Birch Agency if state/district credentialing requirements change.

Additional Requirements required by Client (to be filled in by Client)

Requirement	Required before start date	Can begin assignment while in process
TB test	✓	

CLIENT's Duties and Responsibilities

3. CLIENT will
 - a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
 - b. Properly supervise, provide all support, training, direction and means to complete the assignment. Client warrants that facilities will be and operations will comply at all times with federal state and local safety and health laws, regulations, and standards.
 - c. Provide Assigned Employees with any tools/paperwork necessary for assigned employee to perform services including testing materials and IEP paperwork or access to systems to perform documentation as required by Client or state law.
 - d. Not change Assigned Employees' job duties without BIRCH AGENCY's express prior written approval.
 - e. Client shall be responsible for orienting the Assigned Employee to client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as CMS or health insurance. Such paperwork may include, but is not limited to, patient care plans, patient histories, individual IEP plans or Client specific plans. During the contracted assignment, should Assigned Employee fail to submit paperwork as required by Client's policies and procedures, Client must notify BIRCH AGENCY within three days following the conclusion of the assignment. Failure to notify



BIRCH AGENCY within 3 days will negate any client claim to withhold payment due to paperwork non-compliance by assigned employee.

Payment Terms, Bill Rates, and Fees

4. CLIENT will pay BIRCH AGENCY for its performance at the rates set forth on Addendum A and will also pay any additional costs or fees set forth in this Agreement. BIRCH AGENCY will invoice CLIENT for services provided under this Agreement on a weekly basis. Payment is due on receipt of invoice. A late charge of 1% will be charged for invoices not paid within 30 days. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes BIRCH AGENCY to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion.
5. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. BIRCH AGENCY will charge CLIENT special rates for premium work time only when an Assigned Employee's work on assignment to CLIENT, viewed by itself, would legally require premium pay and CLIENT has authorized, directed, or allowed the Assigned Employee to work such premium work time. CLIENT's special billing rate for premium hours will be the same multiple of the regular billing rate as BIRCH AGENCY is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CLIENT will be billed at 150% of the regular bill rate.)
6. CLIENT will not use the services of any Assigned Employee or any candidate that was referred by BIRCH AGENCY as its direct employee, as an independent contractor, or through any person or firm other than BIRCH AGENCY during or within 1 year from the end of Assigned Employee's assignment date referred to in Addendum A or date of introduction whichever is later. If Client wishes to hire the employee as a direct employee, CLIENT must notify BIRCH AGENCY and (a) continue the Assigned Employee's assignment from BIRCH AGENCY to the end of his or her assignment as stated in Addendum A, and pay BIRCH AGENCY a fee in the amount of 25% of the Assigned Employees first year's annual salary.
7. If the Assigned Employee is required to travel to multiple locations, Client will compensate BIRCH AGENCY for travel time between facilities at the regular hourly rate and for mileage up to the current acceptable IRS reimbursement rate.

Confidential Information

8. 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 BIRCH AGENCY as a result of Assigned Employees' access to such information.

Cooperation

9. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Indemnification and Limitation of Liability

10. To the extent permitted by law, BIRCH AGENCY will defend, indemnify, and hold CLIENT and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by BIRCH AGENCY's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of BIRCH AGENCY or BIRCH AGENCY's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
11. To the extent permitted by law, CLIENT will defend, indemnify, and hold BIRCH AGENCY and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.



12. 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.
13. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 5 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.
14. The provisions in paragraphs 9 through 13 of this 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.

Miscellaneous

15. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.

Term of Agreement

16. This Agreement will remain in effect unless either party cancels agreement in writing. Client may request immediate removal of Birch Agency employee with cause for termination due to professional misconduct or for conviction of a crime involving moral turpitude. Client must provide written and verbal notice to Birch Agency with supporting documentation specifying the reasons and facts of termination. This documentation must be supplied to Birch Agency within 48 hours of termination. Documentation will be reviewed, assessed, and liquidated damages will be paid to Birch Agency not to exceed one week's billings. Client will give Birch Agency 72 hours to replace an employee who has been terminated with cause. Client may cancel an assignment and or this agreement without cause with 60-days written notice. Client will be responsible for all charges and fees prior to the cancellation date and through the 60-day notice period.

Governing Law and Venue

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

Milpitas School District

Client

Signature

Printed Name

Title

Date

Carla Crenshaw
Carla Crenshaw
Director of Students Services
1/15/20

Birch Agency

Signature

Printed Name

Title

Date

Jennifer Conrad
Jennifer Conrad
President
11/26/19



Addendum A

This Assignment Confirmation is entered into on 1/13/20 and supplements the Client Service Agreement between Milpitas Unified School District and BIRCH AGENCY.

The Assigned Employee listed below, an employee of THE BIRCH AGENCY, has been placed on assignment with Client under the following terms:

Candidate Name: David Lewis-Muhammad

Position: Special Education Teacher

Bill Rate: 109.00

Beginning of Assignment Date: 1/21/20

End of Assignment Date: 6/5/20

Minimum Hours: 40

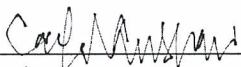
Overtime/Holiday Rate: 163.50

If Assigned Employee is required to travel to multiple locations on the same day, the Client will reimburse for mileage at the current IRS rate for travel between locations.

Please fill in all of the locations that the Assigned Employee will work

School Name	Address
Pomeroy	1505 Escuela Drive, Milpitas

Milpitas Unified School District
Client



Signature

Carla Crenshaw
Printed Name

Director of Student Services
Title

01/15/2020
Date

Birch Agency


Signature

Jennifer Conrad
Printed Name

President
Title

01/15/2020
Date

Rate Schedule

The following rates provide a range of rates that are common to your geographic area for each of the following disciplines. Rates are determined on an individual basis and will be based on the Assigned Employees experience, education and desired salary requirements. Addendum A will provide the bill rate for each candidate.

Discipline	Bill Rate Range
Speech Pathologist	75-105
Speech Pathologist Assistant	50-65
Occupational Therapist Assistant	60-75
Occupational Therapist	75-105
Physical Therapist Assistant	60-75
Physical Therapist	75-110
Sign Language Interpreter	59-72
School Psychologist	78-108
School Social Worker	72-99
School Nurse	65-92
School LPN	50-65
Orientation and Mobility Specialist	75-110
Teacher of the Visually Impaired	75-110
Teacher of the Deaf and Hard of Hearing	75-110
Behavioral/Intervention Specialist	69-95
Special Education Teachers	78-105
Other	