

SAN CARLOS SCHOOL DISTRICT
1200 Industrial Road
San Carlos CA 94070

AGREEMENT WITH INDEPENDENT CONTRACTOR

This Agreement, entered into this 2nd day of October, 2015, by and between the San Carlos School District, a public school district of the State of California, hereinafter called "District," and Cell Staff, hereinafter called "Contractor." It is the district's understanding that the contractor possesses a current Master Contract with the SELPA and appropriate documentation accordingly is held with them.

1. **Services of Contractor:** The contractor shall provide Licensed Vocational Nurse staffing services on the following days, when requested by the district between July 1, 2015 to June 30, 2016, as determined by the District school calendar.
2. **Payments:** During the term of this agreement, in consideration of the services set forth in paragraph (1) above, District shall pay to Contractor, at a rate of \$38.00 per hour, totaling sixteen hours or a sum of money not to exceed \$ 608.00 in total. Payment shall be made upon receipt of invoices and written logs outlining services rendered to students and date of services submitted by Contractor in a form reasonably prescribed by the District.
3. **Relationship of the Parties:** It is understood that this is an agreement by and between independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture of association, or any other relationship whatsoever other than that of independent contractor.
4. **Indemnification and Insurance:** Contractor agrees to hold District harmless from any damage or injuries which may occur to persons or property as a result of contractor's activities or services pursuant to their agreement, including but not limited to, damage or injuries to self, agents or employees. The duty to indemnify all include the duty to defend.
5. **Non-assignability:** Contractor shall not assign this agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this section automatically shall terminate this agreement.
6. **Termination:** Either party may terminate this agreement on 30 days prior written notice.

SAN CARLOS SCHOOL DISTRICT


BY:

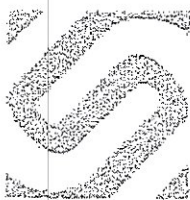

Mary Jude Doerpinghaus

Assistant Superintendent of Educational Services

CONTRACTOR

BY:


Fill in with Name Grant Hargis, Director
Fill in Agency: Cell Staff



CELL STAFF BUSINESS AGREEMENT

This Agreement is entered onto this **28th day of September, 2015**, by and between **San Carlos School District**, located at **1200 Industrial Road, Unit 9, San Carlos, CA 94070** referred to in this Agreement as "FACILITY," and **Cell Staff, LLC**, with an office located at **1715 N. Westshore Blvd, Suite 410 Tampa, FL 33607**, referred to in this Agreement as "CELL STAFF."

FACILITY requires health care Personnel to staff positions at FACILITY for extended periods of time as outlined in this Agreement.

CELL STAFF employs health care Personnel and agrees to assign such Personnel to work such specified assignments.

Therefore, FACILITY and CELL STAFF agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.01 Term. This Agreement will be in effect for one (1) year and will be automatically renewed at the end of the first year and each subsequent year unless terminated. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF CELL STAFF

Section 2.01 Services. CELL STAFF will, upon request by FACILITY, provide Therapists (PT, OT, SLP, PTA, COTA, RN, LVN, PP and other health care related professionals, collectively, "Personnel") for PRN (per diem / on call) and extended or travel assignments, subject to availability of qualified Personnel.

Section 2.02 Personnel. CELL STAFF will supply FACILITY with Personnel who meet the following criteria:

- 1) Possess current state license/registration and/or certification, as applicable and appropriate for the services provided to FACILITY, and possess CPR certification, if required by applicable laws, regulations, or accreditation standards, to be presented to FACILITY Administrator upon request.
- 2) Meet CELL STAFF and FACILITY conditions of employment regarding health clearance (to include proof of pre-employment physical and TB skin testing), provision of professional references, and any other applicable hiring criteria, documentation of which will be kept in the CELL STAFF employee file.
- 3) Personnel will preferably have (1) year experience which shall be documented by references on file and have at least one (1) year experience in that relevant specialty area, also documented by references on file.

Section 2.03 Insurance. CELL STAFF will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, a valid policy of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering acts or omissions which may give rise to liability for services under this Agreement. CELL STAFF will provide a certificate of insurance evidencing such coverage upon request by FACILITY.

Section 2.04 Interviews. CELL STAFF will provide FACILITY with names of nurses interested in traveling assignments and provide all pertinent information requested by FACILITY for an interview. FACILITY reserves the right to conduct a telephone interview with any CELL STAFF staff prior to accepting such

a staff for assignment. If FACILITY requests a face-to-face interview, CELL STAFF will bill FACILITY for cost of travel and lodging. FACILITY has the opportunity to interview all interested Personnel recruited by CELL STAFF, before said Personnel provides services. Therefore, CELL STAFF will not have any liability to FACILITY if said Personnel fails to meet his/her requirements. Additionally, FACILITY will not be relieved of paying CELL STAFF the established fees set forth in this Agreement for said Personnel.

Section 2.05 Travel Coordination. CELL STAFF shall be solely responsible for coordinating Personnel's travel assignments to FACILITY including housing, payroll and related functions.

Section 2.06 Employer Obligations. CELL STAFF will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. CELL STAFF will maintain direct responsibility as employer for payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as: federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance.

Section 2.07 Assignment Cancellation. CELL STAFF may cancel the remaining term of an assignment with notification to FACILITY. CELL STAFF will use its best efforts to provide a qualified replacement for such cancelled Personnel within five (5) days from the date of notification.

Section 2.08 Record Access. In instances where FACILITY is Medicare and/or Medicaid certified, CELL STAFF agrees that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, books, documents and records will be made available to the Comptroller General of the United States, the United States Department of Health and Human Services and their duly authorized representatives ("USDHHS") until the expiration of four (4) years after services are furnished under this Agreement.

Section 2.09 Assignment Continuation. FACILITY agrees that all Personnel introduced by CELL STAFF and/or accepted for assignment by FACILITY, will continue to work future FACILITY's assignments solely as employees of CELL STAFF Personnel during the term of this Agreement.

ARTICLE 3. RESPONSIBILITIES OF FACILITY

Section 3.01 Assignment Cancellation. FACILITY agrees to utilize CELL STAFF personnel for the specified period of time, outlined in the Letter of Intent (Attachment B), incorporated hereto. Should FACILITY staffing needs change and FACILITY wishes to cancel personnel already being utilized on contract, FACILITY must give CELL STAFF thirty (30) days' notice before cancellation date. CELL STAFF will make reasonable effort to place therapist(s) in other facility in the area. If CELL STAFF is unable to arrange alternate placement of personnel, FACILITY will continue to utilize personnel for the duration of the agreed upon assignment and continue to compensate CELL STAFF as agreed.

Section 3.02 Responsibility for Patient Care. FACILITY retains full authority for patient care while using CELL STAFF Personnel.

Section 3.03 Assignment Hour Guarantee. Facility agrees to schedule TRAVELER for weekly hours minimum for the duration of the assignment outlined in the Letter of Intent (Attachment B).

Section 3.04 Floating. FACILITY may float Personnel as appropriate by JCAHO standards to units that are within Personnel's scope of clinical expertise and orientation training. If FACILITY floats CELL STAFF Personnel to offsite locations, FACILITY agrees to reimburse Personnel for mileage.

Section 3.05 Performance Evaluations. FACILITY agrees to evaluate the services provided by Personnel, upon request by CELL STAFF.

Section 3.07 Right to Dismiss. If FACILITY's Director of Rehabilitation or designee determines that anyone provided by CELL STAFF is incompetent, has engaged in misconduct, or has been negligent, FACILITY may require the individual to leave the premises and will notify CELL STAFF immediately. FACILITY's obligation to compensate CELL STAFF for such individual's services will be limited to the number of hours actually worked. CELL STAFF will not reassign the individual to FACILITY without prior approval of the Director of Rehabilitation. FACILITY agrees to indemnify CELL STAFF for all costs associated with any cause

of action claiming wrongful discharge filed by CELL STAFF Personnel.

Section 3.08 Insurance. FACILITY will maintain at its sole expense a valid policy of insurance covering acts or omissions which may give rise to liability for services under this Agreement in an amount generally considered standard in FACILITY's industry. FACILITY will forward a copy of its professional liability policy to CELL STAFF prior to execution of this Agreement and will give prompt written notice of any material change in FACILITY coverage.

Section 3.09 OSHA Standards. Where applicable state law, in all instances where Personnel are supervised by FACILITY, FACILITY shall be required to document and develop an incident report of any injury, illness, or ailment experienced by Personnel provided under the terms and conditions of this Agreement.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.01 Orientation. CELL STAFF will cooperate with FACILITY to provide CELL STAFF Personnel with an adequate and timely orientation to FACILITY. At a minimum, FACILITY will orient CELL STAFF Personnel to its hazard communication procedures and the FACILITY-specific Exposure Control Plan as it pertains to OSHA requirements for blood borne pathogens.

Section 4.02 Non-discrimination. Neither CELL STAFF nor FACILITY will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.01 Rates. CELL STAFF will supply Personnel under this Agreement at the rates listed in the Attachment(s).

Section 5.02 Billing. CELL STAFF will submit invoices to FACILITY every week for Personnel provided to FACILITY. Invoices shall be submitted to the following address:

**San Carlos School District
1200 Industrial Road, Unit 9
San Carlos, CA 94070**

Section 5.03 Payment. All amounts due to CELL STAFF are due and payable within thirty (30) days from date of invoice. FACILITY will send all payments to the following address:

**Cell Staff, LLC
1715 N. Westshore Blvd. Suite 410
Tampa, FL 33607**

Section 5.04 Late Payment. Invoices not paid within thirty (30) days from issue date will accumulate interest, until paid, at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%) or the maximum rate permitted by applicable law, whichever is less.

Section 5.05 Attorney's Fees. In the event either party is required to obtain legal assistance to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing

party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

ARTICLE 6. GENERAL TERMS

Section 6.01 Independent Contractors. The parties enter into this Agreement as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture, agency, or employment relationship between the parties.

Section 6.02 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor. In any event, the assigning party will remain fully responsible for compliance with all of the terms of this Agreement.

Section 6.03 Indemnification. CELL STAFF agrees to indemnify and hold harmless FACILITY, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of CELL STAFF, its directors, officers, employees, or agents under this Agreement. FACILITY agrees to indemnify and hold harmless CELL STAFF, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of FACILITY, its directors, officers, employees, or agents under this Agreement.

Section 6.04 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

San Carlos School District
1200 Industrial Road, Unit 9
San Carlos, CA 94070
ATTN: TBD

Cell Staff, LLC
1715 N. Westshore Blvd. Suite 410
Tampa, FL 33607
ATTN: Managing Partner

Section 6.05 Headings. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 6.06 Entire Contract. This Agreement constitutes the entire contract between FACILITY and CELL STAFF regarding the services covered under this Agreement. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original. No amendments to this Agreement will be effective unless made in writing and signed by both parties. This Agreement will be governed by and construed in accordance with the laws of the state of state.

Section 6.07 Availability of Personnel. The parties agree that CELL STAFF's duty to supply Personnel on request of FACILITY is subject to the availability of qualified CELL STAFF Personnel. The failure of CELL STAFF to provide Personnel or the failure of FACILITY to request Personnel results in no penalty and does not constitute a breach of this Agreement.

Section 6.08 Compliance with Laws. CELL STAFF agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, or local rules and regulations, including the Joint Commission on Accreditation of Healthcare Organizations (JCAHO). If any law or regulation is enacted, modified, or judicially interpreted so that any section of this Agreement would be found not to comply with such law or regulation, such section shall be deemed null and void and this Agreement shall be construed and continued in effect as if such section had never been contained herein.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.01 HIPAA Compliance. In instances where CELL STAFF receives Protected Health Information, herein referred to as "PHI" from FACILITY, CELL STAFF agrees that it shall:

- 1) Comply with the applicable provisions of the Administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder.
- 2) Not use or further disclose any PHI concerning a patient other than as permitted by this Agreement, the requirements of HIPAA and/or applicable federal regulations. CELL STAFF shall implement appropriate safeguards to prevent the use or disclosure of a patient's PHI other than as provided for by this Agreement.
- 3) Promptly report to FACILITY any violations, use and/or disclosure of a patient's PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.

Section 7.02 Breach of Confidentiality. In the event that either party is in material breach of any provision(s) of this Section 7, it shall immediately advise the opposite party and take steps to remedy such breach, including, but not limited to protecting against the consequences of any disclosure or use of PHI in violation of this Agreement. Both parties acknowledge that use or disclosure of the PHI, in any manner inconsistent with this Agreement, may result in irreparable and continuing damage. As applicable by law, legal remedies, such as equitable relief may be necessary to protect against any such breach or threatened breach, including, without limitation, injunctive relief.

FACILITY and CELL STAFF have acknowledged their understanding of and agreement to the mutual promises written above by executing this Agreement.

San Carlos School District:

Cell Staff, LLC:

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

**ATTACHMENT A
CELL STAFF, LLC
STAFFING RATES FOR**

SAN CARLOS SCHOOL DISTRICT

Charges will be based on the following rate schedule:

Service	Fee
REGISTERED NURSE (RN)	\$54.00/HR
LICENSED VOCATIONAL NURSE (LVN)	\$38.00/HR
PARA-PROFESSIONAL (PP)	\$26.00/HR
SPEECH LANGUAGE PATHOLOGIST (SLP)	\$80.00/HR
PHYSICAL THERAPIST & OCCUPATIONAL THERAPIST (PT & OT)	\$70.00/HR
PHYSICAL THERAPY ASSISTANT & CERTIFIED OCCUPATIONAL THERAPY ASSISTANT (PTA & COTA)	\$58.00/HR
PERMANENT PLACEMENT FLAT FEE PHYSICAL THERAPIST, OCCUPATIONAL THERAPIST, SPEECH LANGUAGE PATHOLOGIST, PHYSICAL THERAPY ASSISTANT & CERTIFIED OCCUPATIONAL THERAPY ASSISTANT (PT, OT, SLP, PTA & COTA)	\$8,500.00 or \$5,000.00 after 520 HR worked
PERMANENT PLACEMENT FLAT FEE REGISTERED NURSE, LICENSED VOCATIONAL NURSE, OR PARA PROFESSIONAL (RN, LVN & PP)	\$5,000.00 or \$3,000.00 after 520 HR worked

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) hours in a week or according to applicable state law. Overtime must have FACILITY supervisory approval. The overtime rate is one and one-half (1 1/2) times the regular billing rate for such hours. Double time will be charged for all hours worked in excess of twelve (12) hours per day where applicable by law.

Permanent Placement Detail: All CELL STAFF employees are available for placement at no fee to FACILITY after completion of 13 weeks or 520 hours of employment. FACILITY will have a 90 day guarantee on all permanent placements.

Discount 40-hour Guarantee: Should FACILITY agree, on individual assignments, to guarantee CELL STAFF personnel 40 weekly hours of employment for the duration of the assignment (as specified in Attachment B), CELL STAFF will invoice FACILITY at the regular bill rate for all 40 weekly hours and will not charge the FACILITY for overtime rates until said personnel work in excess of 40 total weekly hours.

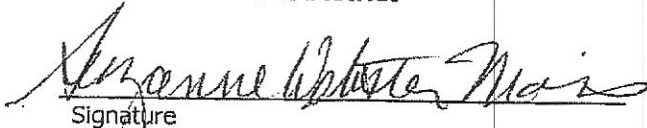
Holidays. Holiday rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. Time and one-half will be charged for the following holidays:

New Year's Eve (from 3 PM)
New Year's Day
Memorial Day

Thanksgiving Day
Labor Day
Independence Day

Christmas Eve (from 3 PM)
Christmas Day
Easter

San Carlos School District


Signature

Suzanne Webster Morris
Printed Name & Title

Director of Special Ed. Date

10/2/15