



## CLIENT ASSIGNMENT CONFIRMATION

CANDIDATE NAME:	Michael Archambeau
SCHOOL DISTRICT:	Tiffin City Schools
DISCIPLINE:	Intervention Specialist
GUARANTEED HOURS:	37.5
SHIFT:	M-F
START DATE:	08/14/2025
END DATE:	05/22/2026
TIME OFF REQUEST:	N/A
OTHER DETAILS:	N/A

The rates/fees for this Assignment shall be as follows;

Regular:	77.00	/hour
Overtime:	115.50	/hour
Holiday:	N/A	/hour
Call off policy:	N/A	

Additional Notes: N/A

Tiffin City Schools

Phaxis Education

CLIENT

PHAXIS EDUCATION STAFFING, LLC

*Jerry Nadeau*

Jerry Nadeau (Jul 14, 2025 13:21 EDT)

Signature

*Trey Johnson*

Trey Johnson (Jul 8, 2025 12:56 EDT)

Signature

Printed Name

Printed Name

Title

Title

07/14/2025

07/08/2025

Date

Date



## CLIENT ASSIGNMENT CONFIRMATION

CANDIDATE NAME:	Taylor Bond-Nartey
SCHOOL DISTRICT:	Tiffin City Schools
DISCIPLINE:	Intervention Specialist
GUARANTEED HOURS:	37.50
SHIFT:	M-F
START DATE:	8/14/2025
END DATE:	5/22/2025
TIME OFF REQUEST:	N/A
OTHER DETAILS:	N/A

The rates/fees for this Assignment shall be as follows;

Regular:	77.00	/hour
Overtime:	115.0	/hour
Holiday:	N/A	/hour
Call off policy:	N/A	

Additional Notes: N/A

Tiffin City Schools

CLIENT

*Jerry Nadeau*

Jerry Nadeau (Jul 14, 2025 13:24 EDT)

Signature

Jerry Nadeau

Printed Name

Superintendent

Title

07/14/2025

Date

Phaxis Education

PHAXIS EDUCATION STAFFING, LLC

*Trey Johnson*

Signature

Trey Johnson

Printed Name

Account Executive

Title

7/10/2025

Date





## EMPLOYMENT SERVICES STAFFING AGREEMENT

Phaxis Education Staffing, LLC, a California limited liability company ("Staffing Firm"), and the party named below ("Client"), which is a school requiring supplemental staffing services, agree to the terms and conditions set forth in this Employment Services Staffing Agreement, including the attached Exhibit A (Services), Exhibit B (Client Assignment Confirmation), Exhibit C (Contract / Temp-to-Hire Agreement), Exhibit D (Provider Confidentiality Agreement), and Exhibit E (General Terms and Conditions) (collectively, this "Agreement").

1. Engagement. Subject to the terms and conditions of this Agreement, Client hereby engages Staffing Firm as an independent contractor to provide the Services set forth in Exhibit A.

2. Fees. Client shall pay Staffing Firm for the Services in accordance with each Client Assignment Confirmation in the form attached hereto as Exhibit B.

3. Term. The term of this Agreement shall commence on the date of the last signature on the signature page hereof (the "Effective Date") and continue for a period of one (1) year from the Effective Date (the "Initial Term"). After the expiration of the Initial Term, this Agreement will automatically be renewed for additional one (1) year terms (each, a "Renewal Term") unless either party notifies the other party in writing at least sixty (60) days in advance of the end of the Initial Term or the then current Renewal Term of its intent not to renew this Agreement. The Initial Term and all Renewal Terms are collectively referred to as the "Term."

4. Termination. This Agreement may be terminated by either party upon thirty (30) days' prior written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by this Agreement, the other party may terminate this Agreement immediately.

5. General Terms and Conditions. Staffing Firm and Client each agree to the General Terms and Conditions set forth in Exhibit E.

*[Signature page follows.]*



IN WITNESS WHEREOF, the Staffing Firm and Client have caused this Agreement to be duly executed and delivered by their respective officers as of the Effective Date.

TIFFIN CITY SCHOOLS

PHAXIS EDUCATION STAFFING, LLC

Jerry Nadeau  
Jerry Nadeau (Jul 14, 2025 13:26 EDT)

Signature

Jerry Nadeau

Printed Name

Superintendent

Title

07/14/25

Date

Tracy Miller

Signature

Tracy Miller

Printed Name

Senior Vice President

Title

7/7/2025

Date

Client Address:

224 South Monroe St.  
Tiffin, OH 44883

Staffing Firm Address:

3333 Michelson Drive, Suite 300,  
Irvine, CA 92612





## EXHIBIT A

### SERVICES

Staffing Firm's Duties and Responsibilities. Staffing Firm will provide the following services (collectively, the "Services"):

- a. Recruit, screen, interview, and assign its employees ("Providers") to perform the type of work that will be fully described in a job description provided by Client (the "Requested Provider Services"), who shall be licensed or certified health care providers (*i.e.* LPNs, RNs, SLPs, School Psychologists, Special Education Teachers, BCBAs, and other various health and related services personnel) or other supplemental staff, as specified by Client, for supplemental staffing services, subject to availability of qualified Providers;
- b. Make available Providers to provide the Requested Provider Services off-site, including, but not limited to providing the Requested Provider Services via Client's remote technology (for the avoidance of doubt, neither Staffing Firm, nor Provider will provide any technology for remote services) and/or in-home Requested Provider Services at a student's location (the "Distance Learning Services") due to Client closings and/or delays;
- c. Pay Providers' wages and provide other benefits as Staffing Firm deems appropriate;
- d. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Providers;
- e. Prior to supplying staff, Staffing Firm will screen all applicants as follows:
  - i. Verification of professional references;
  - ii. Verification of certifications /licenses/education of all applicants;
  - iii. Orientation on Health Insurance Portability and Accountability Act (HIPAA), Occupational Safety and Health Administration (OSHA) fire and safety, and patient confidentiality as required by Client;
  - iv. Obtaining proof that each applicant is either a citizen of the United States or is compliant with the Immigration Reform and Control Act of 1986;
  - v. Screening for all applicants through agreed upon background checks and fingerprinting according to state and Client guidelines; and
  - vi. Copies of immunization and medical records required by Client for all staff.
- f. Adhere to the terms set forth on Exhibit C attached hereto (the "Contract / Temp-to-Hire Agreement"), which further describes temporary-to-hire conversion rates, direct-hire fees, and EEOC requirements; and
- g. Require Providers to sign confidentiality agreements (in the form of Exhibit D) before they begin their assignments to Client.

For purposes of clarification, the "Services" shall include the Requested Provider Services and the Distance Learning Services.



**EXHIBIT B**

**CLIENT ASSIGNMENT CONFIRMATION**

PROVIDER NAME: \_\_\_\_\_  
CLIENT FACILITY: \_\_\_\_\_  
DISCIPLINE: \_\_\_\_\_  
GUARANTEED HOURS: \_\_\_\_\_  
SHIFT: \_\_\_\_\_  
START DATE: \_\_\_\_\_  
END DATE: \_\_\_\_\_  
TIME OFF: \_\_\_\_\_  
OTHER DETAILS: \_\_\_\_\_

The rates/fees for this Assignment shall be as follows;

Regular: \_\_\_\_\_/hour

Overtime: \_\_\_\_\_/hour

Holiday: \_\_\_\_\_/hour

Call off policy: \_\_\_\_\_

Additional Notes: \_\_\_\_\_

TIFFIN CITY SCHOOLS

PHAXIS EDUCATION STAFFING, LLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





## EXHIBIT C

### CONTRACT / TEMP-TO-HIRE AGREEMENT

Staffing Firm agrees to provide various contract and temporary personnel as requested by Client on a case-by-case basis. Any hours worked more than forty (40) hours per week are overtime hours and will be paid and billed at time and a half (1.5x) the regular rates. Client agrees to be billed for any eligible paid sick time accrued and taken by the placed employee while on assignment. If Client decides to hire a temporary employee Staffing Firm has placed on assignment with Client, the separation fee will be as follows:

- **If hired after 1,350 hours on assignment, there will be no separation fee.**
- If hired between 1,001 to 1,350 hours on assignment, the fee will be 15% of the annual salary.
- If hired between 651 to 1,000 hours on assignment, the fee will be 20% of the annual salary.
- If hired by or before 650 hours on assignment, the fee will be 25% of the annual salary.

Staffing Firm pays all of its employees on a weekly basis, and all invoices for temporary help are due on receipt of invoice. Fees for converting and hiring one of Staffing Firm's placed employees are due upon receipt. No employee of Staffing Firm that has been placed on assignment with Client is permitted to be hired by Client until all outstanding invoices and amounts due for that person have been paid in full. Annual salary shall be calculated as weekday hourly bill rate x 1,350 hours.

#### Direct-Hire Agreement

Should Client decide to directly hire a candidate Staffing Firm presents, Client will be responsible for the payment of a fee equal to twenty five percent (25%) of the applicant's first year's annual salary *plus* any guaranteed bonus (the "Fee"). The Fee is payable net thirty (30) days after the hire date. Annual salary shall be calculated as weekday hourly bill rate x 1,350 hours.

If employment is terminated for any reason within thirty (30) days following the employee's start date, Staffing Firm will replace the position or refund the Fee. If the employee is terminated between thirty (30) and sixty (60) days following the employee's start date, Staffing Firm will refund two-thirds (2/3) of the Fee. If the employee is terminated between sixty (60) and ninety (90) days following the employee's start date, Staffing Firm will refund to Client one-third (1/3) of the Fee. If the employee is terminated ninety (90) days or more following the employee's start date, Client will not be entitled to any refund of the Fee.

Any applicant referred or submitted for an interview to Client by Staffing Firm cannot be hired directly by Client or work for or through any other staffing service or third party for the later of: (i) one (1) year from the date Staffing Firm introduced the applicant to Client, or (ii) one (1) year from the last date of the applicant's assignment, if applicant was placed with Client by Staffing Firm.

If Client is found in breach of this Contract / Temp-to-Hire Agreement, Staffing Firm reserves the right to charge Client its standard direct-hire placement fee of twenty five percent (25%) of the applicant's annual starting salary *plus* any guaranteed bonus. Additionally, Client will be responsible for all accrued interest, late fees, and reasonable legal fees and costs should Staffing Firm be forced to refer for collection to any attorney.

Staffing Firm has a policy of submitting only qualified applicants without regard to race, religion, national origin, gender, marital status, disability, sexual orientation, age or any other legally protected class.





**EXHIBIT D**

**PROVIDER CONFIDENTIALITY AGREEMENT**

As a condition of my assignment by Staffing Firm to Client, I hereby agree as follows:

I will not use, disclose, or in any way reveal or disseminate to unauthorized parties any information I gain through contact with materials or documents that are made available through my assignment at Client or which I learn about during such assignment.

I will not disclose or in any way reveal or disseminate any information pertaining to Client or its operating methods and procedures that come to my attention as a result of this assignment.

Under no circumstances will I remove physical or electronic documents or copies of documents from the premises of Client.

I understand that I will be responsible for any direct or consequential damages resulting from any violation of this Agreement.

The obligations of this Agreement will survive my employment by Staffing Firm.

**EMPLOYEE:**

**WITNESS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





## EXHIBIT E

### GENERAL TERMS AND CONDITIONS

1. Client's Duties and Responsibilities. Client will:

a. Notify Staffing Firm when Client needs supplemental staff and describe the job(s) to be performed via a job description specifying the estimated number of hours to be worked each week, the desired hourly bill rate to be charged for the position, and any additional information regarding the assignment(s) that Staffing Firm reasonably requests;

b. Notify Staffing Firm of all information regarding reporting time and assignment at the time of the initial request for Providers and use its best efforts to request Providers at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of Providers;

c. Provide Providers with adequate and timely training on Client's policies and procedures, including but not limited to confidentiality of student and employee information, specific exposure control plans, emergency action plans, OSHA requirements for bloodborne pathogens, Free Appropriate Public Education (FAPE) guidelines, HIPAA, the Health Information Technology for Economic and Clinical Health Act (HITECH), Family Educational Rights and Privacy Act (FERPA), any other applicable federal or state law and guidelines, and all other instructions provided to Providers (collectively "Protocols");

d. Retain full authority and responsibility for professional and medical management of care for each of its students, including the development and provision of individualized healthcare plans for its students, which include but are not limited to: equipment plan, emergency plan, transportation plan, medication management, any applicable documentation, and privacy protection requirements; Protocols for how all Services will be provided; and compliance with such Protocols;

e. Retain full authority and responsibility for directing the Requested Provider Services, including the Distance Learning Services, Protocols for how all Services will be provided, and compliance with such Protocols;

f. Properly supervise Providers performing its work and be responsible for Client's operations;

g. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Providers to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without Staffing Firm's express prior written approval or as strictly required by the job description provided to Staffing Firm;

h. Provide Providers with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site, including Covid-19 and any other highly infectious communicable diseases, as well as ensure that all CDC guidelines and protocols are being followed, including providing the proper personal protection equipment (PPE);

i. Provide a clean and properly maintained workspace for Providers to safely provide the Requested Provider Services to students, furniture, including tables and chairs, and reasonable access to telephones for business use;

j. Either (i) supply all necessary medical supplies to be used in administering and/or providing the Requested Provider Services to students, including, but not limited to gloves and other PPE, disinfecting wipes, and waste disposal containers with proper plastic linings ("Supplies") to Providers, or (ii) cost of Supplies will be billed as pass-through to Client either as line-item invoice items or as built-in cost in rates;

k. Remain responsible for disposing of all medical waste and biohazard materials and comply with all applicable local, state, and federal rules, regulations, and laws governing such disposal;

l. Not change Providers' job duties without Staffing Firm's express prior written approval;

m. Exclude Providers from Client's benefit plans, policies, and practices, and not make any offer or promise relating to Providers' compensation or benefits; and





n. Adhere to the terms set forth on the Contract / Temp-to-Hire Agreement.

2. Payment Terms, Bill Rates, and Fees.

a. Client will pay Staffing Firm for its performance at the rates set forth on each Client Assignment Confirmation in the form attached hereto as Exhibit B and as otherwise mutually agreed upon by both parties in writing, and will also pay any additional costs or fees set forth in this Agreement. Staffing Firm will invoice Client for Services provided under this Agreement on a weekly basis. All undisputed payments shall be made by Client within fourteen (14) days after its receipt of an invoice from Staffing Firm. In the event that Client does not dispute an invoice by describing the nature of the dispute in writing to Staffing Firm within fourteen (14) days after its receipt of an invoice from Staffing Firm, Client will be deemed to have accepted such invoice without any dispute. Outstanding invoices that are undisputed and older than fourteen (14) days shall accrue interest at the lesser of ten percent (10%) per annum and the highest rate permitted by applicable law. In the event that Client fails or refuses to pay any undisputed invoice for thirty (30) days or more, Staffing Firm may suspend without notice all further work until such time as payment in full is received by Staffing Firm. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by Providers. Client's signature or other agreed method of approval of the work time submitted for Providers certifies that the documented hours are correct and authorizes Staffing Firm to bill Client for those hours. If a portion of any invoice is disputed, Client will pay the undisputed portion.

b. Providers are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. Staffing Firm will charge Client special rates for premium work time only when a Provider's work on assignment to Client, viewed by itself, would legally require premium pay and Client has authorized, directed, or allowed the Provider 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 Staffing Firm is required to apply to the Provider's regular pay rate. (For example, when federal or state law requires one hundred fifty percent (150%) of pay for work exceeding forty (40) hours in a week, Client will be billed at one hundred fifty percent (150%) of the regular bill rate). In the event a Provider works more than forty (40) hours in a single work week (Monday through Sunday, in the absence of a specific agreement to a different work week), they are entitled by law to be paid at one and one-half times

(1.5x) their regular straight-time hourly rate of pay for all hours worked in excess of forty (40) hours in that week. Accordingly, Staffing Firm will bill, and Client shall pay, one and one-half times (1.5x) the regular hourly bill rate Staffing Firm charges Client for the Provider's time for all hours worked in excess of forty (40) hours in a single week. As also prescribed by law, this requirement may not be avoided by reducing the hours worked in any succeeding week by the number of overtime hours in the first week so that the total hours worked in the two (2) week period is eighty (80) hours or less.

c. Client agrees to be billed for any accrued, eligible paid sick or safe leave time, as mandated under applicable state law at the work site where Provider provides the Requested Provider Services, including the Distance Learning Services, taken by any Provider while on assignment.

d. Should a Provider work on a major holiday (listed below), it is agreed that Client will be billed for time and a half (1.5x) for hours worked by such Provider. If Client observes any holidays other than those listed below and a Provider works such holiday, Client will also be billed for time and a half (1.5x) for hours worked by such Provider for such holidays, in addition to the holidays listed below.

- |          |      |                             |
|----------|------|-----------------------------|
|          | i.   | New Year's Day (01 January) |
| Birthday | ii.  | Martin Luther King, Jr.'s   |
|          | iii. | Memorial Day                |
|          | iv.  | Independence Day (04 July)  |
|          | v.   | Labor Day                   |
|          | vi.  | Thanksgiving Day            |
|          | vii. | Christmas Day               |

e. If Client uses the services of any Provider as its direct employee, as an independent contractor, or through any person or firm other than Staffing Firm during or within one (1) year after any assignment of the Provider to Client or submission of such Provider as a candidate to Client from Staffing Firm, Client must notify Staffing Firm and (a) continue or accept the Provider's assignment from Staffing Firm for his or her work hours for Client; or (b) pay Staffing Firm a fee in an





amount as indicated in the Contract / Temp-to-Hire Agreement.

f. In addition to the agreed upon bill rates and fees specified in the Contract / Temp-to-Hire Agreement, Client shall pay Staffing Firm the amount of all new or increased labor costs associated with Client's Providers that Staffing Firm is legally required to pay—such as wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels—until the parties agree on new bill rates.

### 3. Confidential Information.

a. Confidentiality. Each party may disclose or make available to the other party certain of its Confidential Information. "Confidential Information" means all ideas and information of any kind, whether in written, oral, graphical, machine-readable or other form, whether or not marked as confidential or proprietary, which are transferred, disclosed or made available by the disclosing party, including of third parties. The receiving party shall (i) not use the disclosing party's Confidential Information except for the exercise of its rights or performance of its obligations hereunder, (ii) not disclose such Confidential Information to any party, other than (A) its employees, independent contractors, consultants, and permitted subcontractors who have a "need to know" for the receiving party to exercise its rights or perform its obligations hereunder, and (B) investors, prospective investors, prospective acquirers, and professional advisers, provided that such employees, consultants, investors, prospective investors, prospective acquirers, and professional advisers are bound by agreements or, in the case of professional advisers, ethical duties with respect to such Confidential Information in accordance with the terms of this Section 3, and (iii) use reasonable measures to protect the confidentiality of such Confidential Information. If the receiving party is required by law to make any disclosure of such Confidential Information, to the extent allowed by applicable law or order, the receiving party will first give written notice of such requirement to the disclosing party, and will permit the disclosing party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation to the disclosing party at the disclosing party's cost and expense in seeking to obtain such protection. Information will not be deemed Confidential Information hereunder if such information, (1) is known or becomes known (independently of disclosure by the disclosing party) to the receiving party prior to receipt from the disclosing party from a source other than one having an obligation of confidentiality to the disclosing party, (2)

becomes publicly known, except through a breach hereof by the receiving party, or (3) is independently developed by the receiving party, which can be shown by written evidence.

b. Irreparable Injury. The receiving party acknowledges and agrees that any violation of this Section 3 may result in irreparable injury and damage to the disclosing party not adequately compensable in money damages, and for which the disclosing party may have no adequate remedy at law. The receiving party acknowledges and agrees, therefore, that if this Section 3 is breached, in addition to any and all other remedies, the disclosing party may need to obtain injunctions, orders, or decrees in order to protect the Confidential Information and will be entitled to seek such preliminary remedies without having to post a bond.

4. Cooperation. 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 Providers.

### 5. Indemnification and Limitation of Liability.

a. Indemnification by Client. Client agrees to indemnify, defend, and hold harmless Staffing Firm and its parent, subsidiaries, directors, officers, managers, agents, representatives, and employees (each, a "Staffing Firm Indemnitee"), against any and all losses, liabilities, damages, actions, claims, demands, suits, charges, penalties, costs, and expenses, including reasonable attorneys' and other professional fees and costs (collectively, "Losses") from any third party claim resulting from, arising out of or in connection with (i) Client's breach of any representation, warranty, covenant or obligation under this Agreement, (ii) the negligence, gross negligence, or willful misconduct of Client or Client's officers, employees, or authorized agents in the discharge of their duties and responsibilities, (iii) bodily injury, death of any person, or damage to real or tangible personal property resulting from grossly negligent, negligent, or willful acts or omissions of Client, (iv) Protocols provided to Staffing Firm and/or Providers, including whether or not Protocols were followed by Client, (v) failure to ensure proper disposal of medical waste or biohazard materials, or any and all claims, actions, or liabilities in connection with any Supplies provided, or the inability of either party to obtain Supplies due to supply shortages or for any reason, in connection with this Agreement, and (vi) any data security or lack of data





security while Providers are providing any Requested Provider Services.

b. Indemnification Procedure. A claim to which indemnification applies under Section 5(a) will be referred to herein as a "Claim". If a Staffing Firm Indemnitee (each, an "Indemnitee") intends to claim indemnification under this Section 5, the Indemnitee will notify Client (the "Indemnitor") in writing promptly upon becoming aware of any claim that may be a Claim, provided that the failure by an Indemnitee to give such notice will not relieve the Indemnitor of its indemnification obligation under this Agreement except and only to the extent that the Indemnitor is actually prejudiced as a result of such failure to give notice. The Indemnitor will have the right to assume and control the defense of such Claim at its own expense with counsel selected by the Indemnitor and reasonably acceptable to the Indemnitee, provided that an Indemnitee will have the right to retain its own counsel, with the fees and expenses to be paid by the Indemnitee. If the Indemnitor does not assume the defense of such Claim as aforesaid, the Indemnitee may defend such Claim but will have no obligation to do so. The Indemnitee will not settle or compromise any Claim without the prior written consent of the Indemnitor, and the Indemnitor shall not enter into any compromise or settlement which commits the Indemnitee (i) to take, or to forbear to take, any action or which does not provide for a complete release by such third party of the Indemnitee, or (ii) to make any admission of a crime or wrongdoing, without the prior written consent of the Indemnitee, which consent, in each case, will not be unreasonably withheld, conditioned or delayed. The Indemnitee will reasonably cooperate with the Indemnitor at the Indemnitor's cost and expense and will make available to the Indemnitor all pertinent information under the control of the Indemnitee, which information will be subject to Section 3.

c. Limitation on Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, AND EXCEPT WITH RESPECT TO STAFFING FIRM'S GROSS NEGLIGENCE, FRAUD, BREACH OF SECTION 3, OR THIRD PARTY CLAIMS, STAFFING FIRM'S TOTAL LIABILITY UNDER THIS AGREEMENT, FROM ALL CLAIMS AND CAUSES OF ACTION UNDER ALL THEORIES OF LIABILITY, WILL BE LIMITED TO THE GREATER OF (I) THE PAYMENTS ACTUALLY RECEIVED BY STAFFING FIRM FROM CLIENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO ANY CLAIM OR LIABILITY, AND (II) THE AMOUNT RECOVERED FROM INSURANCE POLICIES

COVERING SUCH CLAIM. IN NO EVENT WILL STAFFING FIRM BE LIABLE TO CLIENT FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, DIMINUTION OF PROPERTY VALUE OR LOSS OF GOODWILL, OR THE COSTS OF PROCURING SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

6. Compliance with Law.

a. Both parties represent and warrant to each other that they are in compliance with all applicable laws. Each party and its respective staff shall comply with all federal and state laws and regulations applicable to such party regarding the confidentiality of student information, including but not limited to, HIPAA, FERPA, and HITECH.

b. To the extent that Client may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by Staffing Firm. Specifically, the parties acknowledge that under HIPAA, Providers are considered part of Client's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained, and otherwise stored and safeguarded in Client's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for Staffing Firm to provide Providers as part of Client's temporary workforce, and it is not intended that Staffing Firm access any PHI.

c. Client will be responsible for establishing and overseeing all information and/or data security measures, which may be needed to maintain and protect the security of all computer systems, networks, files, data, and software related to the Services. Client will be responsible for providing all education and training to Providers as it relates to Client's privacy and security





processes, including, without limitation Client's process and expectations for collecting, storing, securing, and transferring data collected under this Agreement. Client acknowledges and understands that no personally identifiable information ("PII") or PHI will be relayed, transmitted, or otherwise provided to or stored by Providers and that in terms of Providers placed in Client's physical or technical environment as a result of this Agreement, any PII or PHI viewed, created, accessed, and/or stored by Providers would be done solely in Client's technical environment.

d. Client and Staffing Firm affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. Client and Staffing Firm agree not to harass, discriminate against, or retaliate against any employee of the other party because of his or her race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any Provider, Client and Staffing Firm agree to cooperate in the prompt investigation and resolution of such complaint.

e. Client and Staffing Firm affirm and agree that for purposes of all statutory and regulatory requirements for employee leaves of absence, including the Family and Medical Leave Act and any similar state or local law, Client and Staffing Firm shall cooperate in compliance with any such requirements.

f. As Client controls the facilities in which Providers work, Client agrees that it is primarily responsible for maintaining a safe worksite in compliance with the Occupational Safety and Health Act and comparable state laws and regulations thereunder, to the extent those laws apply to Providers assigned to Client's worksite.

g. Mandated Reporting of Suspected Abuse. Client understands that Staffing Firm is bound by applicable laws to forward to the Department of Justice a written report of every case it investigates of known or suspected child abuse or severe neglect. This includes, but is not limited to, physical injury or death inflicted by other than accidental means upon a child by another, sexual abuse, neglect (defined as the negligent failure of a person having the care or custody of a child to provide adequate food, clothing, shelter, medical care, or supervision), the willful harming or injuring of a child or the endangering of

the health of the child, and/or unlawful corporal punishment. All states have statutes identifying persons who are required to report child maltreatment and elder abuse under specific circumstances. Such individuals include social workers, teachers, physicians, mental health professionals, child care providers, medical examiners, and other healthcare workers. As such, Staffing Firm employees are bound by law whenever the employee, in his or her official capacity, suspects or has reason to believe that a child has been abused or neglected, or has knowledge of, or observes a child being subjected to conditions that would reasonably result in harm to the child. Client understands that failure to report suspected abuse is a crime and that any reasonable suspicion of such abuse will immediately be reported by Staffing Firm employees to the proper authorities.

h. Disclaimer of Warranties. Other than as expressly set forth in this Section 6, Staffing Firm makes no other representations or warranties of any kind whatsoever, whether written or oral, express or implied, at law or in equity, in connection with or with respect to (i) the Services, the Requested Provider Services, the Distance Learning Services, or the Providers, or (ii) the negotiation, execution, delivery, or performance of this Agreement. Any representations and warranties (express or implied) other than those expressly set forth in this Section 6 with respect to (A) the Services, the Requested Provider Services, the Distance Learning Services, or the Providers, or (B) the negotiation, execution, delivery, or performance of this Agreement are disclaimed by Staffing Firm.

7. Non-Solicitation. Client agrees not to, directly, or indirectly through any person or entity other than Staffing Firm, solicit or induce for employment or engagement, or employ as an employee or engage as an independent contractor, any Provider of Staffing Firm after any assignment of the Provider to Client or submission of such Provider as a candidate to Client from Staffing Firm during the term of this Agreement and for a period of one (1) year thereafter without the prior written consent of Staffing Firm. If Client violates this Section 7, it will pay to Staffing Firm the fee set forth on the Contract / Temp-to-Hire Agreement. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for purposes of this Section 7, and the hiring of any such employee or independent contractor who freely responds thereto shall not be a breach of this Section 7.

8. Miscellaneous.





a. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.

b. Publicity. Staffing Firm may use Client's name in any form of advertising, promotion or publicity, including press releases, without the prior written consent of Client.

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

d. 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.

e. This Agreement and the exhibit attached hereto contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of this Agreement.

f. Governing Law. This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

g. Arbitration. If any dispute arises concerning the interpretation, validity, or performance of this Agreement or any of its terms and provisions (each, a "Dispute"), including without limitation, the issue of whether or not a Dispute is arbitrable, such Dispute shall be resolved according to the following procedures which shall constitute the sole dispute resolution mechanism hereunder:

i. In the event that the parties are unable to resolve any Dispute informally, then such Dispute shall be submitted to final and binding arbitration. The arbitration shall be initiated and conducted according to JAMS Comprehensive Arbitration Rules and Procedures, except as modified herein, in effect at the time the request for arbitration is made (the "Arbitration Rules").

ii. Within thirty (30) days after the commencement of arbitration, the parties shall mutually

agree on one arbitrator from the list provided by JAMS or its successor ("JAMS"); provided that if the parties cannot agree, then each party shall select one arbitrator from the list, and the two arbitrators so selected shall agree upon a third arbitrator chosen from the same list, which third arbitrator shall arbitrate the dispute. Unless the parties agree otherwise, the arbitrator shall be a former or retired judge or justice of any state or federal court.

iii. The arbitration shall take place in Orange County, California. The parties shall have all rights for depositions and discovery as provided under California law. The arbitrator shall apply California law to the proceeding. The arbitrator shall have the power to grant all legal and equitable remedies, including provisional remedies and award compensatory damages provided by law, but the arbitrator may not order relief in excess of what a court could order. The arbitrator shall prepare and provide the parties with a written award including factual findings and the legal reasoning upon which the award is based, which shall be admissible in any judicial proceeding to confirm, correct or vacate the award. The arbitrator shall not have the power to commit errors of law or legal reasoning or to make findings of fact except upon sufficiency of the evidence. Any award that contains errors of law or legal reasoning or makes findings of fact except upon the sufficiency of the evidence exceeds the power of the arbitrator, and may be corrected or vacated as provided by applicable law. The arbitrator shall award costs and attorneys' fees in accordance with the terms and conditions of this Agreement. Any court having competent jurisdiction may enter judgment on the award rendered by the arbitrator, or correct or vacate such award as provided by applicable law.

iv. The parties understand that by agreeing to binding arbitration they are giving up the rights they may otherwise have to trial by a court or a jury and all rights of appeal, and to an award of punitive or exemplary damages. Pending resolution of any arbitration proceeding, either party may apply to any court of competent jurisdiction for any provisional remedy, including without limitation, a temporary restraining order or a preliminary injunction, but excluding any dispute relating to discovery matters, and for enforcement of any such order. The application for or enforcement of any provisional remedy by a party shall not operate as a waiver of the within agreement to submit a dispute to binding arbitration.

v. The parties agree that any arbitration hereunder shall be kept confidential, and that the existence of the proceeding and all of its elements (including any pleadings, briefs or other documents





submitted or exchanged, any testimony or other oral submissions, and any awards) shall be deemed confidential, and shall not be disclosed beyond the arbitrators, the parties, their counsel, and any person necessary to the conduct of the proceeding, except as and to the extent required by applicable law and to defend or pursue any legal right. In the event any party makes application to any court in connection with this Section 8(g) (including any proceedings to enforce a final award), that party shall take all steps reasonably within its power to cause such application, and any exhibits (including copies of any award or decisions of the arbitrator) to be filed under seal, shall oppose any challenge by any third party to such sealing, and shall give the other party notice of such challenge.

h. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns. Notwithstanding the foregoing, Client shall not transfer or assign this Agreement without Staffing Firm's written consent.

i. 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.

j. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the signature page of this Agreement.

k. Neither party will be responsible for failure or delay in performance of this Agreement, other than performance of payment obligations hereunder, if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

l. The Services that Staffing Firm renders to Client under this Agreement will be as an independent contractor with respect to Client. Nothing contained in this Agreement will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, between Staffing Firm and Client.

m. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email, facsimile or other means of electronic

transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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