

CLIENT STAFFING AGREEMENT

This CLIENT Staffing Agreement ("Agreement") is entered into this **July 19, 2021**, by and between Alvord Unified School District, with a location at **9 KPC Parkway, Corona, CA 92879** referred to in this Agreement as "CLIENT," and **Pioneer Healthcare Services LLC**, a California limited liability company, with an office located at **6255 Ferris Square, Suite F, San Diego, CA 92121** referred to in this Agreement as "PIONEER."

RECITALS

WHEREAS, PIONEER operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to CLIENT and Client desires to engage PIONEER to provide personnel to supplement CLIENT's staff.

THEREFORE, in consideration of the above promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, CLIENT and PIONEER hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.01 Term and Termination. 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 pursuant to the terms of this Agreement. 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 of this Agreement.

ARTICLE 2. RESPONSIBILITIES OF PIONEER

Section 2.01 Services. PIONEER will, upon request by CLIENT, provide licensed health care providers (i.e. RTs, SLPs, PTs OTs, PTAs, COTAs, RNs and LPNs) as specified by CLIENT (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel.

Section 2.02 Personnel. PIONEER will supply CLIENT with Personnel who meet the following criteria:

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

Section 2.03 Insurance. PIONEER 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 aggregate covering sole negligent acts or omissions which may give rise to liability for services under this Agreement. PIONEER will provide a certificate of insurance evidencing such coverage upon request by CLIENT.

Section 2.04 Employer Obligations. PIONEER, or its subcontractor(s), will maintain direct responsibility as employer for payment of wages, and federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. PIONEER agrees to maintain documentation on all Personnel provided by PIONEER in an employee file.

Section 2.05 Record Access. In instances where CLIENT is Medicare and/or Medicaid certified, PIONEER agrees that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its facilities, books, documents and records will be made available to the Comptroller General of the Government Accounting Office 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.

ARTICLE 3. RESPONSIBILITIES OF CLIENT

Section 3.01 Requests for Personnel. CLIENT will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by CLIENT at the time of the initial call.

Section 3.02 Short-notice Requests. PIONEER will bill CLIENT for the entire shift if an order for staff is made less than two (2) hours prior to the start of the shift, as long as the individual reports for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

Section 3.03 Staff Order Cancellation. Staffing requests are scheduled as either four (4) hour, ("half-day"), or six (6) to eight (8) hour, ("full-day") assignments. A six (6) to eight (8) hour assignment may be changed ("downsized") to a four (4) hour assignment up to twenty-four (24) hours before the assignment starts. All assignments (excluding travelers) may be cancelled up to twenty-four (24) hours before that assignment starts. Late cancellations or changes made less than twenty-four (24) hours before an assignment starts will be billed the applicable minimum charge of either four (4) hours or six (6) hours (determined by the original length of the confirmed assignment). All cancellations and changes may only be made on business days. Monday morning shifts must be cancelled no later than 8:00 AM on the previous Friday. Personnel available for travel are available in all disciplines for thirteen (13) week, twenty-six (26) week, or non-traditional assignments. Cancellation of a travel assignment requires a thirty (30) day written notice. A travel assignment cannot be canceled prior to 30 days after the start of the assignment. Late cancellation or early termination of a travel assignment will result in a charge to CLIENT of eighty (80) hours, plus the cost(s) of any fees or penalties that occur as a result of the late cancellation or early termination (i.e., apartment or furniture leases, security deposits, etc.)

Section 3.04 Responsibility for Patient Care. CLIENT retains full authority and responsibility for professional and medical management of care for each of its patients and for ensuring that services provided by Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards and laws. CLIENT is responsible for supervision and instruction of Personnel regarding policies, procedures, and CLIENT operation, specifically including, but not limited to, all necessary CLIENT safety procedures, equipment handling, and services to be rendered. CLIENT shall remain solely liable for the safe working conditions and supervision of those entrusted to operate equipment and provide services hereunder.

Section 3.05 Non-Solicitation. For a period of twelve (12) months following the date on which a Personnel member last worked a shift at CLIENT, CLIENT agrees that it will take no steps to recruit or hire as its own employees or as a contractor those Personnel provided by PIONEER during the term of this Agreement. CLIENT understands PIONEER is not an employment agency and that Personnel are assigned to the CLIENT to render temporary service(s) and are not assigned to become employed by CLIENT. The CLIENT further acknowledges and agrees that the substantial investment in business related costs incurred by PIONEER in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that CLIENT, or any affiliate, subsidiary, department, or division of CLIENT hires, employs or solicits Personnel, CLIENT will be in breach of this Agreement and CLIENT agrees that damages would be too difficult to calculate. Accordingly, CLIENT agrees that if CLIENT recruits or hires Personnel who has been introduced to CLIENT through this Agreement, CLIENT agrees to pay

PIONEER liquidated damages equal to the sum of twenty-five percent (25%) of the Personnel's annualized salary for 1 year.

Section 3.06 Non-performance. If CLIENT concludes, in its sole discretion, that any Personnel provided by PIONEER have engaged in misconduct, or have been grossly negligent, CLIENT may require the individual to leave the premises and will notify PIONEER immediately in writing, providing in reasonable detail the reason(s) for such dismissal and provide PIONEER with a right to cure such situation, in PIONEER's sole discretion. CLIENT's obligation to compensate PIONEER for such individual's services will be limited to the number of hours actually worked. PIONEER will not reassign the individual to CLIENT without prior approval of the CLIENT. If PIONEER requests feedback, CLIENT shall provide feedback in a timely manner.

Section 3.07 Right to Dismiss. CLIENT may request the dismissal of any Personnel for any reason; provided, however, that PIONEER shall have the right to cure such dismissal, in PIONEER'S sole discretion. CLIENT agrees to notify PIONEER of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. CLIENT shall be obligated to compensate PIONEER for such individual's services limited to the number of hours actually worked.

Section 3.08 Insurance. CLIENT will maintain at its sole expense 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 aggregate covering acts or omissions which may give rise to liability in connection with services under this Agreement. CLIENT will name PIONEER as additional insured on such policy and forward a copy of its professional liability insurance certificate to PIONEER prior to execution of this Agreement. CLIENT will give PIONEER prompt written notice of any material change in CLIENT coverage. CLIENT will provide evidence of such insurance to PIONEER upon PIONEER'S request.

Section 3.09 Compliance with Regulatory Standards. In all instances where Personnel are supervised by CLIENT, CLIENT shall be required to document and develop an incident report of any injury, illness, or ailment experienced by Personnel at the CLIENT workplace in accordance with applicable federal, state and local laws, rules and regulations.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.01 Orientation. PIONEER will cooperate with CLIENT to promptly provide Personnel with an orientation to CLIENT. PIONEER shall review instructions regarding confidentiality (including patient and employee), and orient Personnel to the specific Exposure Control Plan of the CLIENT as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the CLIENT's specific policies and procedures provided to PIONEER for such purpose.

Section 4.02 Non-discrimination. Neither PIONEER nor CLIENT 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.

Section 4.03 Timesheets. Personnel will comply with Client's timekeeping process. Personnel will obtain Client supervisory approval on a weekly basis for hours worked on assignment.

ARTICLE 5. COMPENSATION

Section 5.01 Rates. PIONEER will supply Personnel under this Agreement at the rates listed in Attachment A.

Section 5.02 Billing. PIONEER will submit invoices to CLIENT every week for Personnel provided to CLIENT during the preceding week. Invoices are to be sent to the following CLIENT address:
9 KPC Parkway, Corona, CA 92879
Diane Tankersley
dtankersley@alvordschools.org

Section 5.03 Payment. All amounts due to PIONEER are due and payable within thirty (30) days from date of invoice. Pioneer shall offer CLIENT a 2% discount if invoice is paid and delivered to PIONEER within seven (7) days from date of invoice. Discount will only apply if PIONEER receives the funds by check or ACH no later than the seventh (7th) day after the date of invoice. If funds arrive at the Pioneer office or are deposited by ACH after the seventh (7th) day from date of invoice, CLIENT will be responsible for the full 100% total amount of the invoice and will need to send another check or ACH for the remaining 2% that was not paid. CLIENT will send all payments to the following address:

**Pioneer Healthcare Services, LLC
6255 Ferris Square, Suite F
San Diego, CA 92121**

Section 5.04 Mileage Reimbursement. CLIENT agrees to pay PIONEER for any mileage required during the regular course of business as needed by the facility or school district. PIONEER shall submit mileage to client through an invoice and the payment shall be as detailed in section 5.03. CLIENT agrees to pay mileage at the current standard IRS rate.

Section 5.05 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 5.06 Rate Change. PIONEER will give CLIENT at least thirty (30) days advance, written notice of any change in rates.

ARTICLE 6. GENERAL TERMS

Section 6.01 Independent Contractors. PIONEER and CLIENT are independent legal entities. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither PIONEER nor CLIENT nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

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 or in connection with any acquisition of all of the assets or more than 51% of the capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.

Section 6.03 Indemnification. PIONEER agrees to indemnify and hold harmless CLIENT, 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 sole gross negligent performance of PIONEER, its directors, officers, employees, or agents under this Agreement only. CLIENT agrees to indemnify and hold harmless PIONEER, its directors, officers, shareholders, employees, and agents from and against any and all losses, damages, claims, actions, or liabilities, and expenses connected therewith (including reasonable attorney's fees) which may be asserted against them by third parties arising out of any act or inaction of CLIENT, 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.

Alvord Unified School District
9 KPC Parkway
Corona, CA 92879

Pioneer Healthcare Services, LLC
6255 Ferris Square, Suite F
San Diego, CA 92121

- 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 Agreement; Counterparts.** This Agreement constitutes the entire agreement between CLIENT and PIONEER regarding the services to be provided hereunder. 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, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by both parties.
- Section 6.07 Availability of Personnel.** The parties agree that PIONEER's duty to supply Personnel on request of CLIENT is subject to the availability of qualified Personnel. The failure of PIONEER to provide Personnel or the failure of CLIENT to request Personnel results in no penalty to CLIENT or any party claiming by or through it and shall not constitute a breach of this Agreement.
- Section 6.08 Compliance with Laws.** PIONEER and CLIENT agree that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, or local rules and regulations.
- Section 6.09 Severability.** In the event that one or more provisions of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- Section 6.10 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State to be determined at the sole discretion of PIONEER, without regard to its principles of conflict of laws.
- Section 6.11 Confidentiality.** The parties agree to keep the terms and conditions of this Agreement, and any information exchanged or obtained hereunder strictly confidential, and not to disclose such information and materials to any third party, except pursuant to a court order or applicable law, rule or regulation.
- Section 6.12 Limitation of Liability.** Neither PIONEER nor CLIENT will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages. In no event shall PIONEER be liable to CLIENT in an amount that exceeds the fees paid to PIONEER by CLIENT pursuant to the terms of this Agreement.
- Section 6.13 Amendment.** No Amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification, discharge or waiver is sought.
- Section 6.14 Legislative Changes.** In the event Medicare, Medicaid or any third party payor, or any other Federal, State or Local law, rules regulations, or interpretations at any time change the method of reimbursement or payment of services under this Agreement, then the parties agree to negotiate in good faith to amend this Agreement. If this Agreement is not amended prior to the effective date of such rule, regulation, or interpretation, this Agreement shall terminate as of such effective date.
- Section 6.15 Arbitration.** All disputes relating to this Agreement shall be resolved exclusively by binding arbitration in accordance with the provisions of the Commercial Arbitration Rules of the American Arbitration Association within 90 days in a location to be determined at

the sole discretion of PIONEER. There shall be one arbitrator. If the parties fail to select a mutually acceptable arbitrator within ten days after the demand for arbitration is mailed, a single arbitrator shall be selected in accordance with the Commercial Arbitration Rules. In all actions, at law or in equity, arising out of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.01 HIPAA Compliance. In instances where PIONEER receives Protected Health Information, herein referred to as "PHI" in connection with the Services provided to CLIENT, PIONEER and CLIENT agree that they shall each:

- 1) Comply with the applicable provisions of the Administrative simplification section of the Health Insurance Portability and Accountability Act of 1986, as codified at 42 U.S.C. §1320d through d-8 ("HIPAA"), and;
- 2) Adhere to all requirements of any regulation promulgated thereunder.
- 3) 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. PIONEER shall implement appropriate safeguards to prevent the use or disclosure of a patient's PHI other than provided for by this Agreement.
- 4) Promptly report any violations, use and/or disclosure of a client/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 breach of any provision(s) of this Article and Section 6.12 of this Agreement, 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 and that the party damaged by the disclosure shall have the right to seek legal and equitable relief, including injunctive relief, without the necessity of posting bond or other security necessary to protect against any such breach or threatened breach, including, without limitation, injunctive relief.

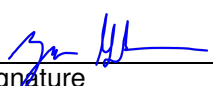
(Signatures to follow on the next page)

CLIENT and PIONEER have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

ALVORD UNIFIED SCHOOL DISTRICT

PIONEER HEALTHCARE SERVICES LLC:

Signature



Signature

Zac Glenn - Account Manager

Printed Name & Title

Printed Name & Title

7/19/2021

Date

Date



Statement of Understanding

Pioneer Healthcare Services (PIONEER) is committed to providing the highest standard of service and to the delivery of safe, caring, quality patient care. We support and uphold the Joint Commission's Health Staffing Services Standards and Elements of Performance.

PIONEER has thus informed our clients of the following:

Subcontractors – PIONEER will not engage subcontractors to provide assigned employees unless agreed to in advance by the client.

Floating – PIONEER employees may only be placed in assignments that match the job description and clinical skills for which PIONEER assigns them. If an employee is asked to float to another department, the department should be like a department or unit. The floated employee must have demonstrated previous competency, have appropriate certifications or credentials for that department/unit and receive orientation. PIONEER employees should only be floated to areas of comparable clinical acuity.

Competency Review – PIONEER conducts extensive pre-employment screening and clinical assessments of its employees to establish profession competence. The client should cooperate in providing a review or evaluation of each assigned employee based upon the ability to perform the job functions and responsibilities expected by the facility. At a minimum these should be provided upon completion of the first shift worked. The absence of feedback will be assumed that our employee(s) are meeting performance expectations.

Orientation of Employees – PIONEER will provide all new employees with an orientation to PIONEER policies, procedures and practices. It is the responsibility of the client to orient PIONEER employees to the facility, its rules, and to acquaint them with the specific facility policies and procedures where assigned. This includes equipment and the ability to properly, competently use the equipment as well as access and training on the electronic medical record documentation system.

Employees of Independent Contractors – As the provider of staffing services, PIONEER is the employer of assigned employees.

Incident/Error Tracking System – Upon notification of incidents and/or errors, PIONEER shall document and track all incidents, errors, and sentinel events related to the care and services provided within 24 hours. Information is to be shared and reported appropriately to regulatory bodies and the Joint Commission is required

Communicating Occupation Safety Hazards/Events – It is the responsibility of the client to notify PIONEER within 24 hours of any competency issues and/or incidents related to the assigned employee. Client agrees to communicate with PIONEER whenever an accident/injury report related to an assigned employee is completed.

Requirements of Staff Specified – The requirements of staff sent to the client by PIONEER are to be determined by the customer. It is PIONEER's obligation to comply with the client requirements by supplying staff that have the documented competencies and credentials to satisfy the requirements specified by the client in order to deliver safe care to the patients.

Staff Matching Requirements – PIONEER will verify the assigned employee's licensure, certification, education and work experience to assure they are competent and possess the skills and experience that match requirements for the assignment and those of the clients.

Conflict of Interest – PIONEER discourages any conflict of interest as defined by what occurs when an interested person has a financial interest individually or as it relates to a family member which is disclosed as or found to a) impair the individual's objectivity or b) create an unfair competitive advantage for any person or organization other than PIONEER. Conflict of Interest means more than individual bias. There must be a financial interest that could directly affect the work or services of personnel to be considered a conflict. PIONEER reviews and evaluates this on an annual basis

For complaints or concerns, please call Pioneer Healthcare Services at 800-683-1209.

ATTACHMENT A

PIONEER HEALTHCARE SERVICES LLC SUPPLEMENTAL STAFFING RATES FOR ALVORD UNIFIED SCHOOL DISTRICT

Charges will be based on the following rate schedule effective as of 07-19-2021:

<u>Position</u>	<u>Bill Rate</u>
Speech Language Pathologist	\$75.00-\$95.00
Speech Language Pathologist Assistant	\$55.00-\$70.00
Occupational Therapist	\$75.00-\$95.00
Certified Occupational Therapy Assistant	\$55.00-\$70.00
Physical Therapist	\$75.00-\$95.00
Physical Therapy Assistant	\$55.00-\$70.00
School Psychologist	\$75.00-\$95.00

Overtime. Overtime rates are charged for all hours worked in excess of eight (8) hours per day or forty (40) per week or according to applicable state law. Overtime must have CLIENT supervisory approval. The overtime rate is one and one-half (1 1/2) times the regular billing rate for such hours. The overtime rate for hours worked after twelve (12) hours in a given shift is billed as two (2) times the regular billing rate according to the applicable state law.

Holidays. Holiday rates will apply to shifts beginning at 7:00 p.m. the night before the holiday through 11:59 p.m. the night of the holiday. Time and one-half will be charged for the following holidays:

Thanksgiving Day	New Year's Day
Labor Day	Memorial Day
Independence Day	Presidents Day
Martin Luther King Day	Christmas Day
Veterans Day	Columbus Day

CLIENT:

Signature

Printed Name & Title

Date