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**NEW MEDISCAN II, LLC DBA CROSS COUNTRY EDUCATION**

**STAFFING AGREEMENT**

This Staffing Agreement (this “Agreement”) is entered into on **July 24, 2020 (“Effective Date”) by New Mediscan II, LLC dba Cross Country Education (“Agency”)** and **Making Waves Academy (“Client”)**. Agency and Client may be referred herein individually as a “Party” or collectively as the “Parties”.

1. **STAFFING SERVICES.** Agency will refer to Client qualified and skilled personnel (“Personnel”) for positions described in Exhibit A meeting the requirements outlined by Client and set forth in Exhibit B for Client’s locations set forth in Exhibit C. Agency will supply Personnel. Agency will use commercially reasonable efforts to provide the Personnel when and as requested by Client. Agency will use commercially reasonable efforts to verify Personnel credentials; however, Agency makes no warranty or guaranty concerning Personnel abilities or performance and Client will exercise its independent judgment in accepting and retaining Personnel for assignment. All other testing and/or additional credentialing required by Client, including any changes to Exhibit B, shall be performed by Agency at Client’s sole cost and expense. Any such Client requirements shall be billed to Client.
2. **INDEPENDENT RELATIONSHIP.** Agency will render all services contemplated under this Agreement to Client as independent contractors and not as employees, agents, partners of, or joint ventures with Client. No Personnel performing services under this Agreement shall have any authority to bind Agency or modify this Agreement.
3. **COMPLIANCE WITH LAWS; GENERAL TERMS; STANDARD OF PERFORMANCE.** Agency shall comply with all federal laws, regulations and procedures regarding legal status to work and reside in the U.S., including completion of required Immigration and Naturalization forms upon hire. Agency is an Equal Opportunity Employers. Agency and Client will not discriminate in the placement of Personnel on the basis of race, creed, color, national origin, sex, age, disability, citizenship or veteran status. The Parties agree to perform the obligations under this Agreement pursuant to applicable federal, state, and local laws, including but not limited to, meal period and rest break laws. Specifically, Client shall have, and be responsible for, daily supervision over Personnel including, without limitation, providing (a) a safe, harassment free, abusive conduct free and discrimination free workplace, (b) all necessary and appropriate equipment for the work to be performed by the Personnel in the workplace environment, (c) all necessary and appropriate safety and operational training of Personnel on such equipment and concerning such environment, and (d) full compliance with all applicable federal and state wage and hour laws; safety laws and other regulatory laws. Client shall reimburse Agency for any costs, including penalties, incurred by Agency should Client fail to comply with this requirement. Each Party will indemnify the other, its affiliates, directors, officers, trustees, employees, agents and representatives for the indemnifying Party’s failure to abide by such applicable federal, state, or local laws.
4. **EXCLUSIVITY; FIRST AGENCY TO REFER PERSONNEL.** Agency acknowledges and agrees that Client is not obligated to use Agency exclusively to provide Client with any Personnel. If Agency submits Personnel’s complete profile to Client, orally or in writing, before any other agency does so, Client agrees to staff and / or hire Personnel only through Agency.
5. **INCENTIVISED RATES.** Agency and Client may designate certain specialties as requiring an incentivized rate at the time of order to meet Client needs. Such incentivized rates shall be used for the duration or extension of such assignments. Agency shall propose such rates including the details of the bill rate change, prior to enacting the incentivized rates and Client shall confirm its approval via the assignment confirmation signed by Client.
6. **TIME AND ATTENDANCE.** A Client representative and the assigned Personnel shall each provide the hours worked by Personnel. For per diem Personnel, the electronic timekeeping software shall be provided by Agency to Client and updated daily so that Client can review and approve weekly by midnight Friday of the current work week. Time entries not formally approved on such a basis shall be deemed accepted and approved by Client and processed for invoicing. For long term Personnel, a Client representative shall promptly approve the hours worked by Personnel by completing and executing such information on a form provided by Agency, indicating Personnel exact time in and time out, including records of all breaks and meal periods. Such timesheets shall be submitted daily (if so required) or weekly to Agency. Time entries not formally approved on such a basis shall be deemed accepted and approved by Client and processed for invoicing. Client’s execution of a timesheet shall constitute Client’s acceptance and waiver of objections to the work performed by Personnel, the number of hours so listed, the shift and unit worked by Personnel and other additional charges listed thereon.
7. **BILLING AND PAYMENT.** Agency will invoice Client weekly for services pursuant to the rates and terms contained on Exhibit A; payment shall not be subject to offset or waived for any delay in presentment. If, under applicable state law, Agency is required to pay Personnel any wage/hour penalty, Client will be billed for and will pay such penalty for such Personnel. Payment shall be due within thirty (30) days after invoice date. Agency will accept payment in the following forms: credit card, check and electronic funds transfer. Any payments processed via credit card, ACH debit or drawdown wire shall not require Client’s additional authorization prior to processing payment. Such form of payment may incur a processing fee. A finance charge equal to the greater of 18% or the highest maximum lawful rate per annum, will be added to all outstanding amounts unpaid for thirty (30) days or more. Client will submit, in writing, any and all objections to the invoices to Agency within five (5) business days after Client’s invoice date. Failure to so notify Agency of any objections will constitute acceptance of invoice and waiver by Client of such objections. Late invoicing will not affect Client’s responsibility for payment. Payments shall be applied in the following order against amounts owed by Client to Agency: (a) first, to the payment of any costs of collection incurred by Agency (including any attorneys’ fees and expenses), (b) second, to any late fees and/or penalties, including, but not limited to, any finance charges and (c) last, to the payment of fees for services rendered by Agency to Client under this Agreement. Client and Agency agree that any settlement of disputes regarding this Agreement must be in writing and signed by Agency and Client, or it will not be binding upon either of them. Client authorizes Agency to receive and deposit payments marked “paid in full” or “full satisfaction and discharge” or words of similar import, without waiving Agency’s right to proceed against Client for any outstanding amounts owed by Client in excess of such payments. Client agrees to pay any added charges relating to excise, gross receipts, sales tax, or other similar taxes, if applicable. In the event such payments are not made, Agency shall have the right to pay such sums at its discretion and Client agrees to reimburse Agency for all such payments made. Any partial payment of an invoice received and deposited by Agency shall not be deemed to be payment in full of such invoice and shall not waive Agency’s right to proceed against Client for any outstanding amounts owed by Client in excess of such payment.
8. **SALES, GROSS RECEIPTS, AND/OR APPLICABLE TAXES.** Rates listed in this Agreement and any attached exhibits do not include state and local sales tax, gross receipts tax or other applicable taxes. Services provided that are subject to such taxes will be billed at the appropriate rate plus the applicable taxes, payable by Client. Taxability will be determined based on the location where the service is provided. If Client is exempt from such taxes or should not be charged for other legal reasons, it is Client’s duty to provide proof of exemption to Agency. In the event that Client utilizes a third party billing system that does not provide an option to bill for tax, Client will be billed separately for the tax due. In the event certain taxes arise from either (a) a determination that Client was not exempt or (b) a determination such services should have been taxable and for which no taxes were charged, Agency shall separately invoice those amounts and Client shall be responsible to pay such amounts according to the terms noted in the billing and payment section of this Agreement.
9. **NON-SOLICITATION.** Unless otherwise prohibited by applicable law, Client agrees not to solicit any of Agency’s employees, including Personnel performing services hereunder, to become employed by Client or to attempt to otherwise modify the employment relationship between Agency’s employees, including Personnel, and Agency and/or its affiliates in any manner, except as provided in the attached Exhibit A of this Agreement.
10. **TERM/TERMINATION OF AGREEMENT.** This Agreement shall begin on the date first written above and shall continue for a term of one year. This Agreement at the end of such term will be automatically renewed for successive one year periods unless terminated sooner. This Agreement may be terminated by either Party on fifteen (15) days’ written notice, or at any time by mutual written agreement of the Parties. Agency reserves the right to immediately terminate this Agreement in the event: (i) Client breaches any duty under this Agreement, including but not limited to the failure to timely pay any amounts due to Agency; (ii) if required by law or regulation; or (iii) if Client becomes insolvent or commits any act of bankruptcy, or a petitioner for involuntary bankruptcy is filed against Client, or Client makes a general assignment for the benefit of creditors under the bankruptcy or insolvency laws. On termination, Agency shall have no further obligation to provide Client with Personnel.
11. **CONFIDENTIALITY**. The Parties agree that this relationship may meet the requirements established under the Family Educational Rights and Privacy Act (“FERPA”) and shall act in accordance with FERPA standards. In addition, Client agrees that it will not, directly or indirectly, disclose to any Personnel or any third party any rate or other remuneration information disclosed by Agency to Client or any other information contained in this Agreement, except to the extent that such information is required to be disclosed by law, court or governmental order. Client acknowledges that all information regarding rates and other remuneration, as between Agency and Personnel and Client and Agency, is considered proprietary by Agency. The terms of this Section shall survive the termination of this Agreement for any reason.
12. **INSURANCE.** During the term of this Agreement, Agency will maintain Workers’ Compensation insurance at levels established by applicable state, automobile liability insurance with limits of $1,000,000 and general liability insurance with limits of $1,000,000 (individual) and $3,000,000 (aggregate). Such general liability coverage shall include claims for sexual abuse and molestation. Agency shall furnish, at Client’s request, a certificate of insurance evidencing such coverage.
13. **LIABILITY AND INDEMNIFICATION.** Agency agrees to indemnify Client from claims and liabilities (including reasonable attorneys’ fees) relating to any property damage, personal injuries or death, resulting directly from the negligent acts or omissions of Agency or its employees while performing services pursuant to this Agreement. Client agrees to indemnify Agency, its affiliates, directors, officers, trustees, employees, agents and representatives from claims and liabilities (including reasonable attorneys’ fees) relating to personal injuries or death, resulting directly from the negligent acts or omissions of Client or its employees. Client and Agency each agree that they shall only be liable to the other Party under this section for the proportionate liability or relative share of negligence allocated to such Party based on the negligent acts or omissions of itself or its employees.
14. **VIRTUAL SERVICES.** Most services are available for virtual delivery. If virtual services are requested, Client agrees to indemnify and hold harmless CCE for any violations of FERPA while delivering virtual or other services requested by Client.
15. **RISK MANAGEMENT.** Client agrees to notify Agency’s Risk Management Department by phone at (800) 513-5635 or (888) 235-3321 within fifteen (15) days of any incident or concern regarding care of student(s), incident or pending or threatened lawsuit relating to services provided under this Agreement. Failure of Client to provide such notice shall relieve Agency from any and all liability, damage or costs (including any indemnity obligations) resulting from the alleged incident or complaint. Upon receipt of notification of an incident, Agency’s Risk Management Department will take all steps it deems reasonably necessary related to the same. Agency and Client agree that neither Party shall take any retaliatory and/or disciplinary action against Personnel should they report any safety or quality care concerns to any such regulatory agency. Client will be responsible for recording Personnel work injuries on Client’s injury logs and will indemnify Agency for any violations of Occupational Safety and Health Administration (OSHA) laws related to Personnel. In the event of an injury to Personnel while working, Client shall advise Personnel to immediately report the injury to Agency. During business hours the number to call is 800-695-7810. During after-hours and weekends the number to call for travel personnel is 800-347-2264 and the respective branch number for per diem. Agency’s Workers’ Compensation Team will direct Personnel regarding treatment and the filing of a Workers’ Compensation claim.
16. **NOTICES; BILLING ADDRESS.** Any notice rendered in connection with this Agreement shall be in writing and shall be effective when delivered personally (including by Federal Express, Express Mail, or similar courier service), if sent by facsimile, on the date of transmission with confirmed answer back, or five (5) days following deposit into the United States mail, certified mail, return receipt requested, first class postage prepaid, addressed to such Party at the address set forth below, with a copy to Susan Ball, General Counsel if notice is sent to Agency. Client agrees to promptly notify Agency in writing of any incidents that could lead to liability for Agency or its employees, including Personnel, and any threatened or pending litigation or claims arising out of or relating to the services provided hereunder.

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| If to Agency: | | If to Client: | |
| Cross Country Staffing, Inc.  5201 Congress Avenue, Suite 100B  Boca Raton, FL 33487 | | **Making Waves Academy** | |
| **3220 Blume Drive, Suite 250** | |
| **Richmond, CA 94806** | |
| attention: | Contract Administration | attention | **Karen Snider** |
| phone | 800.873.9182 | phone | **510-854-3050** |
|  |  | FAX |  |

If Client’s billing address differs from Client’s notification address, Agency will invoice Client’s billing address as indicated below.

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| If to Client: | |
| **Enter Client Legal Name** | |
| **Enter Street Address** | |
| **Enter City, State & Zip** | |
| attention: | **Enter Name** |
| phone | **Enter Phone Number** |
| FAX | **Enter Fax Name** |

1. **CONFLICT OF INTEREST**. Agency represents that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner or degree with Client or with the performance of the Services under this Agreement. Agency further represents that it shall not engage any person having such conflict of interest to perform services.
2. **ACCESS TO RECORDS.** In accordance with Federal regulations and for four (4) years after the termination of this Agreement for any reason, Agency agrees to make available to the Secretary, U.S. Dept. of Health and Human Services, the U.S. Comptroller General and their representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of the services provided hereunder.
3. **GOVERNING LAW**. This Agreement shall be interpreted pursuant and subject to the laws of the State of California. The Parties agree that any action between the Parties must be brought in a court of competent jurisdiction in the State of California, Los Angeles County, where the Parties consent to jurisdiction.
4. **ENTIRE AGREEMENT; MODIFICATIONS; WAIVERS; SUBCONTRACTING; SURVIVAL**. This Agreement constitutes the entire agreement between the Parties with respect to the matters herein and supersedes all prior agreements, arrangements and understandings (whether oral or written) between the Parties. Other than as provided for Exhibit A, this Agreement shall not be modified, except in writing signed by both Parties expressly stating that it constitutes a modification of this Agreement. Exhibit A shall be updated annually in accordance with provisions of Exhibit A and will be sent by Agency to Client contact. Such updated Exhibit A will be effective on the Effective Date. Failure of any Party to insist upon strict compliance with any of the terms of this Agreement in one or more instances shall not be deemed a waiver of its rights to require such compliance in the future. Agency may subcontract with any of its affiliates to provide staffing services but will not subcontract to third parties without prior consent of Client (which shall not be unreasonably withheld or delayed). This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto. If an action is brought to enforce or interpret this Agreement, the prevailing Party shall be entitled to recover its costs and reasonable attorneys’ fees relating to such action. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such finding shall not invalidate the whole Agreement. Such term or provision shall be deemed modified only to the extent necessary by adjudication to render such term or provision valid, legal and enforceable. **Notwithstanding anything herein to the contrary, Sections 3, 6-7, 9-13, 15, and 18-21 shall survive the termination of this Agreement for any reason.**
5. **ATTACHMENTS; COUNTERPARTS; FACSIMILE DELIVERY**. Each Exhibit to this Agreement is hereby incorporated by reference in this Agreement as if such Exhibit was set out in full in the text of this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.
6. **CONSEQUENTIAL; SPECIAL DAMAGES.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE).

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed on the Effective Date of this Agreement.

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| **NEW MEDISCAN II, LLC DBA CROSS COUNTRY EDUCATION** |  | **Client: Making Waves Academy** |
|  |  |  |
| signature |  | signature |
|  |  |  |
| printed name |  | printed name |
|  |  |  |
| title |  | title |

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**EXHIBIT A**

**NEW MEDISCAN II, LLC DBA CROSS COUNTRY EDUCATION**

**RATES AND TERMS**

1. **CONVERSION**. Client recognizes and acknowledges that Agency spends considerable time and effort and incurs substantial expense in recruiting, employing, training and retaining any individual introduced by Agency.  Client shall not hire, nor attempt to hire, directly or indirectly, personally or through an agent or agency, contract with or hire directly any staff after the latest date of verbal and/or written introduction, referral, or date of work for a period of one (1) year without payment of the placement fee.   Should Client wish to enter into a permanent placement agreement, independent contract agreement, and/or refer Personnel to a third party for employment, Client agrees to pay an amount equal to $18,750 or 35% (whichever is greater) of the Personnel’s first year’s annual salary.

Client shall be required to immediately pay to Agency the placement fee for each Personnel, in the event that (a) Client hires, directly or indirectly (e.g., through another staffing company or through an affiliated medical Client), while employed by Agency and/or within one year of the termination of such Personnel’s employment with Agency or (b) Client causes, Personnel directly or indirectly, to leave the employment of Agency.

All amounts required to be paid to Agency are due upon candidate’s first day of service at Client or the Facility to which Personnel member is referred.  Client's obligation to pay Agency under this provision shall not be subject to offset. Late fees will be assessed for late payments.

1. **ORIENTATION.** Client shall provide Personnel with instructions regarding Client and facility policies. In the event Client requires Personnel to report to work prior to the first day of Personnel scheduled assignment in order to fulfill any pre-employment requirements, Client will pay Agency the Personnel rate described below for each hour spent by such Personnel fulfilling those requirements. Such fees will be billed on and paid by the Client in accordance with the first invoice delivered to the Client.
2. **OVERTIME.** Client will be billed for all overtime hours in accordance with the current state and federal laws, rules and regulations where such services are being provided. Calculations of overtime will be 1.5 times the Personnel rate or two (2) times the Personnel rate listed below as required by law.
3. **PERMANENT PLACEMENT.** Upon Client’s request Agency will identify, qualify and interview individuals pursuant to Client-specified job description for Client’s direct hire opportunities. If Client hires such individual, Client will be billed in the next billing cycle a fee equal to the greater of USD $18,750 or 35% of such individual’s annual base salary calculated on a 40-hour work week. Such fee shall be due and payable under the terms and conditions of this Agreement.
4. **RATE CHANGES.** The regular rates are subject to additional increase in the event that FICA, FUTA, SUTA or other applicable taxes are increased by the governing body. In the event of such increase, Agency will increase the regular rates by the exact amount such tax is increased without additional markup or profit to Agency. The rates and terms in this exhibit may be increased or decreased yearly. Clients will receive these updates at least 30 days prior to the effective date.
5. **BREAKS AND REST PERIODS.** Client agrees to schedule and supervise all Personnel while on assignment with Client and provide all Personnel with all meal periods and rest breaks required by law. Client shall reimburse Agency for any costs, including penalties, incurred by Agency should Client fail to comply with this requirement.
6. **RATES.** The following rates shall be effective for all working Personnel, new starts, extensions and renewals as first dated below.

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| **Modality** | **PERSONNEL RATES (per hour)** |
| SPECIAL EDUCATION PROVIDERS | |
| Adapted Physical Education Teacher | $100.00 |
| Art Therapist | - |
| Behavior Analyst/Consultant/ Behavioral Intervention Development | $125.00 |
| Certified or Credentialed School Nurse | $120.00 |
| Educational Diagnostician | - |
| Marriage and Family Therapist | $100.00 |
| Music Therapist | - |
| Occupational Therapists | $98.00 |
| Certified Occupational Therapist Assistant | $67.00 |
| Orientation/Mobility Specialist | - |
| Physical Therapist | $98.00 |
| Physical Therapist Assistant | $67.00 |
| Registered Behavior Technician | $60.00 |
| Registered Nurse | $70.00 |
| School Counselor | $95.00 |
| School Psychologist | $120.00 - $130.00 |
| Sign Language Interpreter | - |
| Social Worker | - |
| Special Education Teacher | $90.00-$100.00 |
| Speech Language Pathologist | $110.00 - $120.00 |
| Speech Language Pathologist Assistant | $67.00 |
| Teachers for the Deaf or Hard of Hearing | - |
| Teachers for the Visually Impaired | - |
| Other : | As Quoted |
| EDUCATION SUPPORT STAFF AND TEACHERS | |
| Behavioral Intervention Implementation | $51.00 |
| Behavioral Intervention Implementation – NCI Certified or QBS Trained | $53.00 |
| Certified Nursing Assistant | $42.00 |
| Licensed Vocational Nurse/Licensed Practical Nurse | $51.00 |
| Office Assistant | - |
| Paraprofessional/Sped Aide | $42.00 |
| Paraprofessional/Sped Aide – NCI Certified or QBS Trained | $44.00 |
| Sub Teacher Half 0-4 (no lunch) | $180.00 per day |
| Sub Teacher Full 4.01-8.0 (no lunch) | $365.00 per day |
| Sub Teacher Lesson Planning or Grading | $410.00 per day |
| Certified Teacher Lesson Planning or Grading | $425.00 per day |
| Other : | As Quoted |
| SCREENINGS | |
| Vision, Hearing or Scoliosis Screening or Lice Check  (if fewer than 50 students, hourly School Nurse rate applies) | $10.00 per student per screening |
| ASSESSMENTS AS NEEDED | |
| Adapted Physical Education Assessment | $130.00 per hour |
| Deaf and Hard of Hearing Assessment | $135.00 per hour |
| Educational Psychological Assessment | $130.00 per hour |
| Language and Speech Assessment | $130.00 per hour |
| Occupational Therapy Assessment | $130.00 per hour |
| Vision and Hearing Assessment | $115.00 per hour |
| SPED OPTIMAL SERVICES | |
| DIS Service Compliance Monitoring – 1 Hour Minimum | $100.00 per hour |
| Assessment Scheduling | $100.00 per hour |
| Applicant Interviews | $175.00 per hour |
| Ed Audiologist | $165.00 per hour |
| Virtual Case Management – 1 Hour Minimum | $130.00 per hour |
| Virtual Program Administrator – 1 Hour Minimum | $175.00 per hour |
| Virtual Provider Coaching/Mentoring/ Supervision | $175.00 per hour |
| Virtual Speech and Language Pathologist- 1 Hour Minimum | $88.75 per hour |
| Virtual Occupational Therapist- 1 Hour Minimum | $88.75 per hour |
| Virtual Adapted Physical Education Teacher- 1 Hour Minimum | $107.00 per hour |
| TRANSLATION | |
| Check for languages available – 1 hour minimum | $100.00 per hour |

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| **ADD-ON MENU** | | |
| **Item/Task** | **Description** | **Cost** |
| Adapted Physical Education Instructional Materials Kit\* | Materials for direct service providers | $1,150.00 per kit |
| Case Manager Instructional Materials Kit\* | Inventory for Case Managers | $75.00 per kit |
| Counselor Instructional Materials Kit\* | Materials for direct service providers | $230.00 per kit |
| OT/COTA Instructional Materials Kit\* | Materials for direct service providers | $375.00 per kit |
| SLP/SLPA Instructional Materials Kit\* | Materials for direct service providers | $460.00 per kit |
| Computer | Laptop to be used for work related tasks  (internet hotspot not included) | $900.00 per school year |
| \*A list of items included is available upon request.  If specific items are requested, a custom quote can be provided. | | |

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| **NEW MEDISCAN II, LLC DBA CROSS COUNTRY EDUCATION** |  | **Client: Enter Client Legal Name** |
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|  |  |  |
| printed name |  | printed name |
|  |  |  |
| title |  | title |



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**Exhibit B**

**Special Education Providers, Substitute Teachers and Support Staff**

HEALTH SCREENING AND CREDENTIALING REQUIREMENTS

1. Personnel must meet the requirements set forth below. In lieu of providing protected health and personal information of their Personnel to Client, Agency will provide Client with an attestation for each Personnel stating (a) they have completed all of the health and background screenings requirements below; (b) there has not been a break in service greater than 180 days of such Personnel subsequent to conducting such health and background screenings; and (c) the results of those screenings have not shown any issues that would render such Personnel unacceptable to Client or otherwise negatively impact student health or safety. Notwithstanding anything herein to the contrary, Agency will provide Client with copies of all other credentialing documents upon request and as permitted by law.
2. Client understands and agrees that it will incur additional costs for any health screenings and/or credentialing requested that is not set forth herein.
3. Items on this document cannot be waived or altered unless approved by the Director of Standards and Quality Management or Chief Clinical Officer. In addition, any requests by Client other than as set forth herein must be agreed upon in writing before Agency shall be required to provide any such additional health screenings and/or credentialing.
4. Client may request Personnel to start with a pending requirement. In such event, prior approval must be obtained by Agency’s Director of Standards and Quality Management or Chief Clinical Officer.

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| **TYPE** | **FREQUENCY** | **DETAILS** |
| **AGENCY STANDARDS** | | |
| Application | Upon Hirepage10image47676224 | Break in service defined: Over 180 days |
| Annual Mandatory Education (AME) | Upon hire and annually. | Applicable for school setting |
| Criminal Background Check | Upon hire or re-activationpage10image47697280 | 7 years back- all counties lived and worked with social security trace.  Any disciplinary actions, convictions, or potentially disqualifying result will require review with Agency Employee Eligibility Review Board (EERB). If made eligible, applicants can be submitted.  CA Only: Live Scan; Any convictions must be explained and evaluated for California Education Code compliance. If acceptable per California Education Code compliance, evaluated by a Director before hire. |
| State Requirements | Upon hire and according to state and Client | Including mandated educational training |
| State License Registration Certification | Upon hire, re-activation, every 6 mos., expiration. | Primary source verification- current and valid. Any disciplinary actions, convictions, or potentially disqualifying result will require review with Agency Employee Eligibility Review Board (EERB). If made eligible, applicants can be submitted. Must be explained and evaluated by a Director prior to hire. |
| Certifications  (ex. CPR) | Client requirement | Current and valid |
| Certification- State Specific | At hire, reactivation, expiration. | As required by locations. |
| Sanctions | Within 30 days prior to hire with agency and then annually. According to State requirements | For all employees working in California, the OIG, SAM, and Medi-Cal are required to be completed every 30 days. Any disciplinary actions, convictions, or potentially disqualifying result will require review with Employee Eligibility Review Board (EERB). If made eligible, applicants can be submitted |
| Sex Offender | Within 30 days prior to hire with agency and then annually. According to State requirement. | Sex Offenders are not eligible for employment |

**Exhibit C**

Making Waves Academy

3220 Blume Drive, Suite 250

Richmond, CA 94806