



**Sunbelt Staffing, LLC** (hereafter referred to as “Sunbelt”) and **Warwick School District**, a Pennsylvania public school district organized and operating under the Pennsylvania Public School Code of 1949, 24 P.S. §1-101, et seq. (as amended), whose location is 301 W Orange St, Lititz, PA 17543 (hereafter referred to as “Client”) enter into this non-exclusive Client Services Agreement for the purpose of referring and placing Consultants (“Consultants”) with Client. This Agreement shall govern the overall terms of the relationship, while a separate assignment confirmation for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

**1. Scope of Services.**

Sunbelt, a licensed staffing agency in the business of providing supplemental staffing to the public and private education sector and not a healthcare provider, will use its commercially reasonable efforts to provide Consultants for assignment with Client. Sunbelt will be responsible for payment of each Consultant's wages and applicable payroll taxes, deductions, and insurance, including workers' compensation, general liability and professional liability coverage for the Consultants. If a Consultant is unable to complete the specified assignment, Sunbelt will use its commercially reasonable efforts to find a replacement in a timely manner.

**2. Independent Contractor.**

The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor that each Consultant shall be an employee of Sunbelt and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. Sunbelt agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. Sunbelt does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, Sunbelt will notify Client in writing in advance of the assignment in order to receive approval of this arrangement. In the event Sunbelt engages a separate staffing firm or independent contractor, Sunbelt shall have any such staffing firm or independent contractor agree in writing to the terms and provisions of this Agreement.

**3. Telepractice Services.**

Sunbelt, at Client's specific request, may provide telepractice services through VocoVision. Should utilization of VocoVision occur, Client shall, at that time, receive in addition to Addendum A – Client Assignment Confirmation, an Addendum B – Teleservices Provisions, Addendum C – Duties and Responsibilities and Addendum D –VocoVision Equipment Policies which, collectively, outline specific terms and conditions regarding VocoVision's telepractice services.

**4. Insurance.**

Sunbelt will maintain at least the following minimum amounts of insurance:

General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.

Workers Compensation - in accordance with state regulations.

Employer's Liability - \$1,000,000.

Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.

Professional Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.

Sexual Abuse and Molestation - \$1,000,000 per occurrence and \$3,000,000 aggregate.

Sunbelt will provide Client with Certificates of Insurance with Client named as an Additional Insured for any of the foregoing insurance coverages which provide additional insured coverage. Sunbelt's policies of insurance under this Section shall be primary and non-contributory. Sunbelt will provide Client prompt written notice of any material change in Sunbelt's insurance coverages required under this Section.

**5. Competency, Licensing and Clearances.**

Sunbelt will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. Sunbelt will endeavor to present only Consultants who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While Sunbelt will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, Sunbelt will make available to Client all appropriate Consultant records that Sunbelt may permissibly disclose and will facilitate an interview between Client and Consultant in order to assist Client in the hiring decision. Sunbelt will do its due diligence to ascertain the professional and applicable Department of



Education licensing and certification requirements for the Consultant discipline placed with Client, however, it is ultimately the responsibility of the Client to approve the Consultant's licensure and certifications as acceptable.

At least 30 days before any Consultant providing services under this Agreement, Sunbelt shall submit to Client the following documentation for all Sunbelt personnel, employees and agents, including subcontractors, if any, who will provide services under this Agreement: (i) current copies of State and Federal Criminal History Record Information and Child Abuse Clearances required of persons having direct contact with children, as required by the Public School Code of 1949, 24 P.S. § 1-111, et seq. (as amended), 18 Pa. C.S. Section 9101, et seq. (as amended) and the Child Protective Services Law, 23 Pa.C.S. § 6344, et seq. (as amended); (ii) current copy of tuberculosis test results in accordance with Section 1418 of the Public School Code, 24 Pa.C.S. Section 14-1418(b); (iii) Act 168 Employment History Review, 24 P.S. Section 1-111.1, et seq. (as amended); and (iv) any other documentation required by law, or Client policy, in Client's sole discretion, necessary for Sunbelt's personnel, employees and agents, and subcontractors, if any, to provide the services under this Agreement.

#### **6. On-Site Responsibility.**

Client is responsible for providing all orientation, support, facilities, training, direction, and means for the Consultant to complete the assignment. Client acknowledges that Sunbelt is not providing special education and/or related services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant's adherence to the applicable standard of practice and acknowledges that Sunbelt is not responsible for the Consultant's on-site performance given that Sunbelt does not have the capacity to provide direct, on-site supervision of daily activity. Client acknowledges that any deviation of the Client's policies and procedures as orientated to Sunbelt's Consultant should be reported in writing and directly to Sunbelt immediately so that Sunbelt may be provided an opportunity to offer correction and/or counseling of unacceptable practices by Consultant. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant's compliance with health and safety requirements, including those instituted by Client.

#### **7. Employment of Consultants.**

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by Sunbelt for a period of one year after the latest date of introduction, referral, or placement or the conclusion of Consultant's assignment through Sunbelt. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$22,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to Sunbelt upon start date.

#### **8. Equal Opportunity.**

It is the policy of Sunbelt to provide equal opportunity to all Consultants for employment. Sunbelt and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, ancestry, age, or physical or mental disability.

Neither Party shall discriminate on the basis of race, religion, color, sex, national origin, ancestry, age, physical or mental disability, or any other class or characteristic protected under local, state or federal law, including but not limited to, the Pennsylvania Human Relations Act, Title VII of the Civil Rights Act of 1964, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, Title I of the Americans with Disabilities Act of 1990, Sections 501 and 505 of the Rehabilitation Act of 1973 and the Genetic Information Nondiscrimination Act of 2008.

This Agreement shall be subject to immediate termination by Client, in Client's sole discretion, in the event of any act or omission by Sunbelt in violation of this Section.

#### **9. Professional Fees.**

Client will pay Sunbelt based on the service charges specified in the Assignment Confirmation included as an addendum to this Agreement. Sunbelt pays its Consultant(s) overtime in compliance with federal, state, and/or local laws. Sunbelt will bill Client at one and one-half times the regular bill rate for all hours Sunbelt is required to pay the Consultant(s) overtime. It is Client's responsibility to notify Sunbelt if pre-approval is required for any or all overtime hours prior to any such hours being worked.

#### **10. Payment Terms.**

Client will be billed on a weekly basis for all services provided during the previous week. Payment is due within Client's normal payment cycle, but no later than thirty (30) days of receipt of invoices. Invoices shall be considered past due if not paid by the agreed-upon due date. Client agrees to pay all necessary collection costs of amounts past due, including



reasonable attorney's fees and costs. Additionally, Sunbelt reserves the right to approve or to discontinue any extension of credit and the terms governing such credit.

**11. Timekeeping and Invoicing.**

Client will ensure that Consultants accurately record the start and stop times for all hours worked, in accordance with the Client's policies utilizing the Client designated method which may include the submission of Sunbelt's timesheet. Timesheets are due weekly by 12:00 PM on the Monday following the end of Client's designated workweek.

Sunbelt will generate an invoice for Client based on timesheets submitted. Client must review the invoice and notify Sunbelt of any errors, including billed hours or improper rates, within thirty (30) days of receipt of the invoice and in writing. Invoicing errors not received within thirty (30) days of the date of invoice shall not be disputed and invoices will be due in full.

**12. Administrative Responsibilities.**

Client shall be responsible for orienting Consultant to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultant fail to submit paperwork as required per Client's policies and procedures, Client must notify Sunbelt in writing within five (5) business days of alleged failure. Failure to notify Sunbelt before assignment ends shall negate any Client claim to withhold payment due to untimely work and/or paperwork non-compliance by Consultant. Client agrees that all approved time sheets by Client's assigned representative are not subject to billing dispute if Client fails to notify Sunbelt of time sheet and work performed discrepancies.

**13. Limitation of Liability.**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

**14. Incident and Error Tracking.**

Client will report to Sunbelt any performance issues, incidents, errors and other events related to the care and services provided by Sunbelt employees. Sunbelt will document reported incidents in employee's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within five (5) business days of the occurrence.

**15. Reporting of Work-Related Injuries.**

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate by the Client and suitable to the setting to which Sunbelt's Consultant has been assigned. Client ensures compliance with all applicable OSHA obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to Sunbelt within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to Sunbelt concurrently with Client for the purpose of reporting such event to Sunbelt's worker's compensation carrier. If Sunbelt's Consultants are not eligible for treatment of work-place injury, incident or exposure by Client or if reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both Sunbelt and Sunbelt's Consultant.

**16. Termination of Contracted Assignment with Cause.**

Within five (5) business days of occurrence, Client has the obligation to report each deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered adverse to the overall operation of Client. Client may require Sunbelt to immediately remove any Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless Sunbelt has been notified prior to final incident or unless, in the sole discretion of Client, a single incident warrants immediate dismissal prior to Sunbelt's notification. All supporting documentation specifying the



reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not report such deviation(s) and subsequently terminates Consultant or if Client does not provide required documentation following a termination within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing for that Consultant. The parties agree that Sunbelt's Consultants are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by Sunbelt in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 14 of this agreement. Sunbelt shall have five (5) business days to refill the position in the event of termination with cause. Should Sunbelt identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultant's assignment.

**17. Cancellation of Contracted Assignment without Cause.**

Client may cancel an assignment without cause with thirty (30) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 30-day period of notice. In the event Client does not provide thirty (30) days' notice of cancellation, Client will be billed for sixty (60) days at the agreed upon regular bill rate and minimum hours. In the event of cancellation without cause, Client will be responsible for any reasonable and necessary housing and travel costs actually incurred by Sunbelt as a result of such cancellation.

**18. Guaranteed Minimum Hours.**

Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours, unless Consultant's services are immediately terminated as provided in Section 17 above. Minimum work hours shall be reduced to reflect scheduled school closings for holidays and planning days.

**19. Paid Sick Leave.**

For those jurisdictions that have passed or will pass legislation requiring Paid Sick Leave, Paid Sick Time will be billed back to Client at the straight-time bill rate for all hours taken by any Consultant assigned to Client. This section is not applicable until the effective date of such legislation has been reached.

**20. Unscheduled Facility Closure Policy.**

Sunbelt will incur fixed expenses over the entire course of a Consultant's contract assignment with Client related to the Consultant's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in a Consultant's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, epidemics, pandemics, closures required by governmental authorities, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services for all Consultants whose services, in Client's sole discretion, can be performed in such a setting. Client shall be billed for services performed at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours shall be entered and processed according to the normal time submittal and approval process unless otherwise requested by Client and agreed upon by Sunbelt. Sunbelt and Client will mutually agree in writing which contracted disciplines qualify for virtual services.

**21. Multiple Locations.**

If client requires Consultant to travel to and perform services at more than one location, Client will compensate Sunbelt for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.

**22. Issue Resolution.**

In the event Client encounters an issue that is not satisfactorily resolved by its Sunbelt representative, Client should escalate the issue to the appropriate Sunbelt manager by calling 800-659-1522 or emailing [info@sunbeltstaffing.com](mailto:info@sunbeltstaffing.com).

**23. Indemnification.**

To the extent permitted by law, each party will be responsible for damages associated with third party claims to the extent of their respective negligence, willful misconduct or breach of this agreement.



Sunbelt agrees, at its own expense, to indemnify, defend, and hold harmless Client, its directors, officers, administrators, employees and agents against any and all claims, causes of action, damages, losses, liabilities, judgements, awards and costs (including reasonable attorney's fees, consultant fees, expert witness fees and expenses) to the extent arising out of or relating to bodily injury (including death), or any real or tangible property loss or damage, solely as a result of Sunbelt's or Sunbelt's Consultants negligent acts or omissions in the performance of services in connection with, arising out of, or related to this Agreement

Client shall notify Sunbelt in writing promptly after Client receives notice of a claim or cause of action for which indemnification is sought under this Agreement; provided, however, that no failure to notify Sunbelt shall relieve Sunbelt of its obligation to indemnify and hold harmless under this Agreement unless it can demonstrate substantial and irreparable prejudice attributable to such failure. To the extent permitted by law, Sunbelt shall have the authority to defend or settle the claim; provided, however, that Sunbelt shall not settle any claim or cause of action imposing any liability or other obligation on Client without the Client's prior written consent. Client, in its sole discretion and at its expense, shall have the right, but not the obligation, to participate in the defense and/ or settlement of the claim or cause of action.

Any indemnification under this paragraph shall be in addition to any other rights the School District may have against Sunbelt and shall survive the termination or expiration of this Agreement.

#### **24. Confidentiality.**

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and **includes bill rates, fees for permanent placements and terms and conditions of this Agreement**. It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information. Notwithstanding the foregoing, Sunbelt understands and agrees that this Agreement, and the terms and provisions hereof, and prices to be paid by Client must be approved in an advertised public meeting of the Board of School Directors of Client. Sunbelt further understands and agrees that certain documents in connection with this Agreement may be required to be disclosed under Pennsylvania's Right-to-Know Law ("RTKL"), 65 P.S. § 67.101, et seq. (as amended). Sunbelt agrees that disclosure of this Agreement in a public meeting or disclosure of certain documents under the RTKL shall not constitute a breach of the confidentiality provisions under this Section 24 of the Agreement. Client acknowledges that under RTKL Exceptions 65 P.S. § 67.101(b)(11), et seq. Sunbelts Client Assignment Confirmation Addendum A, Bill Rate Calculations, and Consultant Benefit Packages are records that constitute or could reveal trade secrets or confidential proprietary information and therefore exempt from disclosure.

Disclosures required by law including disclosure of this Agreement, and the terms and provisions hereof, at a public meeting of Client's Board of School Directors, requests requiring disclosure under the RTKL, and information shared to the appropriate individuals within the respective organizations as necessary to execute and perform obligations under this Agreement shall be the only exceptions permitted under this Agreement.

Confidential Information of Sunbelt shall include, but is not limited to, any and all unpublished information owned or controlled by Sunbelt and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Sunbelt and which is not generally disclosed to the public including but not limited to employee information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

#### **25. Family Education Rights and Privacy Act and Health Insurance Portability and Accountability Act.**

Sunbelt shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA"), 42 U.S.C. § 1320d; 45 C.F.R. §160.102, et seq. (as amended) and acknowledges that certain information about the Client's students is contained in records maintained by Sunbelt and the Consultant and that this information can be confidential by reason of FERPA, HIPAA and related Client policies. Both parties agree to protect these records in accordance with FERPA, HIPAA and Client policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, Consultants



assigned to Client will execute a FERPA, HIPAA Statement of Understanding outlining appropriate guidelines and required compliance.

**26. State Retirement System Notice.**

Client acknowledges and agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant’s election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultants and fulfilling all associated administrative duties. Client shall immediately notify Sunbelt if any Consultant is required to, or voluntarily elects to participate in any such system. In such event, Client shall advise Sunbelt of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client shall withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by the Client shall be deducted from the amount owed to Sunbelt by the Client hereunder. The parties agree that the applicable employee share paid to the system by the Client shall be deducted from the amount due the Consultant by Sunbelt. The Client and Sunbelt expressly acknowledge and agree that if any Consultant is required to, or elects to participate in a retirement system/pension, the Client shall be solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant’s interest in retirement system/pension.

**27. Conflicts of Interest.**

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party’s business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

**28. Notices.**

All notices required to be given in writing will be sent to the names/addresses listed below.

**Sunbelt Staffing LLC**  
Contract Department  
501 Brooker Creek Blvd  
Suite A-400  
Oldsmar, FL 34677  
contractnotices@sunbeltstaffing.com

**To Client**  
Client: Warwick School District  
  
Address: 301 W Orange St, Lititz, PA 17543

**29. Survival.**

The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

**30. Governing Law.**

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Any legal action arising out of or relating to this Agreement, or the services hereunder, shall be brought exclusively in the Court of Common Pleas of Lancaster County, Pennsylvania, and the Parties consent to the Court’s jurisdiction over the Parties.

**31. Immunity under Political Subdivision Tort Claims Act.**

Nothing in this Agreement shall be deemed a direct or indirect waiver of or limitation to any sovereign or governmental immunity, in any respect, applicable to Client including, without limitation, under the Pennsylvania Political Subdivision Tort Claims Act, 42 Pa. C.S. §8541, et seq. (as amended) or impose liability, directly or indirectly, on Client from which it would otherwise be immune under applicable local, state or federal law.

**32. Attorney’s Fees and Costs.**

In the event Client engages legal counsel for enforcement or defense of any of its rights or obligations under this Agreement, Sunbelt shall be responsible for paying counsel’s reasonable attorney’s fees and costs, subject to a Courts finding that Sunbelt is in breach of is obligations under this Agreement.

