

# SPINDLE

RPh on the Go, LLC d/b/a **Spindle** (hereafter referred to as "Spindle"), and **Geneva CUSD 304** whose location is 227 N 4th St, Geneva, IL 60134 (hereafter referred to as "Client") enter into this non-exclusive Client Services Agreement for the purpose of referring and placing its employees ("Consultants") with Client. This Agreement shall govern the overall terms of the relationship, while a separate Assignment Confirmation ("Addendum A" included as Exhibit A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

## 1. SERVICES

### 1.1 Scope

Spindle, 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.

### 1.2 Telepractice

Spindle, 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.

### 1.3 Competency and Licensing

Spindle will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. Spindle 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 Spindle 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, Spindle will make available to Client all appropriate Consultant records that Spindle may permissibly disclose and will facilitate an interview between Client and Consultant in order to assist Client in the hiring decision. Spindle 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. For Consultants provided to Client, Spindle shall comply with the criminal history check requirements in Section 10-21.9 of the Illinois School Code, and with the employment history review requirements of Faith's Law (105 ILCS 5/22-94). Spindle agrees to notify Client of any instance known to Spindle in which a Consultant is involved as required by subsection (j)(3) of Section 22-94 of the School Code (105 ILCS 5/22-94(j)(3)).

## 2. ADMINISTRATION OF CONTRACT

### 2.1 Notices

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

To:	Spindle
Address:	501 Brooker Creek Blvd Suite A-400 Oldsmar, FL 34677
Email:	ContractNotices@gospindle.com

To Client:	Geneva CUSD 304
Address:	227 N 4th St, Geneva, IL 60134

### 2.2 Insurance

Spindle 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, \$5,000,000 aggregate, Professional Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate and Sexual Abuse and Molestation - \$1,000,000 per occurrence and \$3,000,000 aggregate. Client shall be named as an additional insured under said coverages.



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## 2.3 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 Spindle and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. Spindle 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. Spindle does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, Spindle will notify Client in advance of the assignment in order to receive approval of this arrangement.

## 2.4 Indemnification

To the extent permitted by law, each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.

## 2.5 Conflict 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.

## 3. FISCAL

### 3.1 Payment Terms

Client will be billed on a weekly basis for all services provided during the previous week. Client will pay Spindle based on the service charges specified in the Addendum A included as an addendum to this Agreement. Spindle pays its Consultant(s) overtime in compliance with federal, state, and/or local laws. Spindle will bill Client at one and on-half times the regular bill rate for all hours Spindle is required to pay the Consultant(s) overtime. Overtime hours require pre-authorization by Client prior to any such hours being worked. Payment shall be made by Client in accordance with the Illinois Local Government Prompt Payment Act.

### 3.2 Default Charges

The Local Government Prompt Payment Act shall govern late payments and any interest or additional cost associated therewith.

### 3.3 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 Spindle's timesheet. Timesheets are due weekly by 12:00 PM on the Monday following the end of Client's designated workweek.

Spindle will generate an invoice for Client based on timesheets submitted. Client must review the invoice and notify Spindle of any errors, including billed hours or improper rates, immediately 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.

### 3.4 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 Spindle for a period of one year after the latest date of introduction, referral, placement, or end of the contract assignment. 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 \$21,500 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 Spindle upon start date. Nothing herein shall limit the Client's right to post opportunities in publications or on-line websites of general or trade circulation, or to engage, hire or recruit any person who responds to such a posting.



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## 3.5 Guaranteed Minimum Hours

Client agrees to provide Consultant the guaranteed number of work hours per week specified in the applicable Addendum A. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours. Minimum work hours shall be reduced to reflect scheduled school closings for holidays and planning days.

## 3.6 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.

## 3.7 Unscheduled Facility Closure Policy

Deleted.

## 3.8 Multiple Locations

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

## 4. CLIENT RESPONSIBILITIES

### 4.1 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 Spindle 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 Spindle is not responsible for the Consultant's on-site performance given that Spindle 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 Spindle's Consultant should be reported in writing and directly to Spindle immediately so that Spindle 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.

### 4.2 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 Spindle in writing within three (3) business days of alleged failure. Failure to notify Spindle 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 subjected to billing dispute if Client fails to notify Spindle of time sheet and work performed discrepancies.

### 4.3 Incident and Error Tracking

Client will report to Spindle any performance issues, incidents, errors and other events related to the care and services provided by Spindle employees. Spindle 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.

### 4.4 Reporting of Work-Related Injuries

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for unit to which Spindle's Consultant has been assigned. Client ensures compliance with all applicable OSHA or state Department of Labor obligations to include

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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 Spindle 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 Spindle concurrently with Client for the purpose of reporting such event to Spindle's workers compensation carrier. If Client's reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both Spindle and Spindle's Consultant. Spindle shall submit all work-related injuries claims to its workers compensation carrier for processing.

#### 4.5 State Retirement System Notice

This notice is intended to clarify the manner of payment in contemplation of a Consultant's mandatory or permissive participation in a state teacher retirement system, school employees' retirement system, and/or any similar or successor system applicable to the professionals provided by Spindle. 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 Consultant s and fulfilling all associated administrative duties. Client shall immediately notify Spindle if any Consultant is required to, or voluntarily elects to participate in any such system. In such event, Client shall advise Spindle 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 Spindle 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 Spindle. The Client and Spindle 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. Nothing herein shall be interpreted or applied so as to require Client to pay more than the applicable rate for Consultant as established by this Agreement.

## 5. SPINDLE RESPONSIBILITIES

#### 5.1 Equal Opportunity

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

#### 5.2 Issue Resolution

In the event Client encounters an issue that is not satisfactorily resolved by its Spindle representative, Client should escalate the issue to the appropriate Spindle manager by calling 847-588-7177. Please ask for your account representative's manager.

#### 5.3 Payment of Wages

Spindle 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 benefit of the Consultants. If a Consultant is unable to complete the specified assignment, Spindle will use its commercially reasonable efforts to find a replacement in a timely manner. Spindle shall be solely responsible for health, medical, hospitalization, disability and other insurance coverages for each Consultant provided under the terms of this Agreement, and the Client shall have no obligation to Spindle or any Consultant with respect to such coverages.

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## 6. TERMINATION OF ASSIGNMENT

### 6.1 With Cause

Immediately upon 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 request that Spindle facilitate the immediate removal of Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless Spindle has been notified prior to final incident or unless a single incident warrants immediate dismissal prior to Spindle'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. The parties agree that Spindle '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 Spindle 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 4.3 of this agreement. Spindle shall have five (5) business days to refill the position in the event of termination with cause. Should Spindle identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultant s assignment.

### 6.2 Without Cause

Client may cancel an assignment 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 is unable to provide thirty (30) days' notice of termination, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by Spindle as a result of such cancellation.

## 7. CONFIDENTIALITY

### 7.1 Non-Disclosure

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. The only exceptions will be: (a) Information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, (b) disclosures as required by law. Confidential Information of Spindle shall include, but is not limited to, any and all unpublished information owned or controlled by Spindle and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Spindle 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.

### 7.2 Family Education Rights and Privacy Act

Spindle shall comply with all laws, rules and regulations pursuant to the Family Educational Rights, Privacy Act, 20 USC 1232g ("FERPA"), the Illinois School Student Records Act , and the Illinois Mental Health and Developmental Disabilities Act. Spindle acknowledges that certain information about the

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Client's students is contained in records maintained by Spindle and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA 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, Consultant s assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

## 8. FINAL PROVISIONS

### 8.1 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.

### 8.2 Governing Law

This Agreement shall be governed by the laws of the state of Illinois.

### 8.3 Modification of Agreement

This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the Parties who are authorized to execute the agreement.

### 8.4 Entire Agreement

This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties. ***(Please return all pages of this Client Services Agreement)***

CLIENT ID – CLIENT NAME

**288331 Geneva CUSD 304**

**RPh on the Go USA, LLC dba Spindle**

*Anne Scalia*

6/14/2023

Client Representative Signature

Date

Client Representative Signature

Date

Anne Scalia

Print Name

Print Name

Director of Student Services

Title

Title

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## CLIENT ASSIGNMENT CONFIRMATION

<b>TO</b> Client Name: <u>Geneva CUSD 304</u>	<b>FROM</b> RPh on the Go USA LLC d/b/a Spindle P O Box 934411 Atlanta, GA 31193-4411 Account Manager Name: Abril Diaz Account Manager Email: abril.diaz@vocovision.com
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## CONTRACTED ASSIGNMENT

Consultant: Elizabeth Benson PID: -

Position: School Psychologist

Assignment Start Date: 08/14/2023 Assignment End Date: 05/24/2024

Bill Rate per hour: \$95.00 Overtime Bill Rate per hour: \$142.50

*Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity*

Minimum Hours: 37.5

Additional Information: -

## ACCEPTANCE AND ACKNOWLEDGEMENT

Client agrees that it will not directly or indirectly, personally or through another agent or agency, contract with or employ Consultant for a period of one year after the latest date of introduction, referral, or completion of the assignment.

Option of virtual services will be offered by Spindle in lieu of onsite services.

All precaution will be taken by the Client to create a safe and healthy environment.

Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless Spindle is notified of changes by Client within forty-eight (48) hours of client's receipt of this Client Assignment Confirmation.

This Assignment Confirmation supplements the Client Services Agreement between RPh on the Go, LLC d/b/a Spindle and the Client or may act as an independent agreement of a contract assignment under the Client's executed agreement with RPh on the Go, LLC d/b/a Spindle. Client agrees to pay Spindle for hours worked by Consultant according to the terms outlined in this confirmation.

By: 288331 Geneva CUSD 304  
Print Name: Anne Scalia  
Title: Director of Student Services  
Date: 6/12/23

RPh on the Go USA, LLC dba Spindle



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By: