

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is entered into as of December 4, 2019, ("Effective Date") by and between Pristine Rehab Care LLC ("Contractor") with a principal place of business at 706 N Diamond Bar Blvd, Suite B2, Diamond Bar, California 91765, and **Alameda Unified School District** ("Client") with a principal place of business at 2060 Challenger Dr., Alameda, CA 94501.

WHEREAS, Contractor is in the business of locating for others, according to their requirements, and providing health care professionals such as speech language pathologists and therapists, physical therapists, and occupational therapists ("Health Care Professionals") to clients.

WHEREAS, Client desires to engage Contractor to provide such services.

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual covenants, terms and conditions contained herein, Contractor and Client agree as follows:

1.0 TERMS AND CONDITIONS FOR SERVICES.

1.1 As and when Client requires the services of one or more Health Care Professionals, Client and Contractor shall execute a purchase order (substantially in the form as Exhibit-1 to this Agreement) identifying the assigned Health Care Professional and setting forth the specific services to be performed by the Health Care Professional (the "Services"), as well as the start date, the duration, the location for the Services and the compensation that will be paid to Contractor for the Services. Each such purchase order shall be deemed to have been incorporated into this Agreement by reference irrespective of the date of any such purchase order. All the terms and conditions of this Agreement shall stand automatically incorporated in the purchase orders unless a purchase order specifically excludes a specific term or condition of the Agreement.

1.2 Client shall have the opportunity to interview the designated Health Care Professionals prior to commencement of the Services and, therefore, Contractor shall have no liability to Client if, subsequently, such personnel are determined by Client not to meet its requirements.

1.3 Contractor is, and shall remain throughout the term of this Agreement, an independent contractor. As such, Contractor is responsible for providing, at its own expense, disability, unemployment and other insurance, workers' compensation, training, permits, and licenses for itself and for its employees and sub-contractors, if any.

1.4 Contractor and Client agree that for purposes of FICA, FUTA and income tax withholding, as well as for purposes of any pension plan or health benefit plan maintained by Client for its own employees, the Health Care Professional(s) providing Services under this Agreement are not and shall not be employees of Client.

2.0 TERM AND TERMINATION.

2.1 This Agreement shall begin on the Effective Date and shall continue in effect until terminated by either party at any time upon the terminating party giving not less than thirty (30) days written notice to the non-terminating party. Such termination of this Agreement shall not affect a Health Care Professional providing Services under a pending purchase order unless that purchase order is also terminated by the express language of the termination notice.

3.0 FEES AND OTHER CHARGES

3.1 Contractor shall invoice Client monthly, in arrears, for the Services rendered as well as any approved expenses.

3.2 The Health Care Professional(s) must track his/her time and Client's approval of such time records shall be evidenced by its signature thereon and such approval shall constitute acceptance of the work

satisfactorily performed by the Health Care Professional and Client's agreement to pay Contractor for such Services.

3.3 Acceptance by Client as per Clause 3.2 above shall not be unreasonably withheld and any refusal to accept Services shall be noted on the time record for the relevant week, with a written explanation by Client of the reasons that the Services were not acceptable and failure to so note such refusal shall constitute satisfactory performance and acceptance. Nothing herein shall eliminate Client's obligation to pay Contractor for any Services which Client has approved by some other means.

3.4 Any delinquency by Client in the payment of an invoice beyond a period of ⁴⁵~~30~~ days shall be considered a material breach of this Agreement. In such event, Contractor shall have the right to withdraw the Health Care Professional without further notice to Client, and any resulting delay in the Services shall be the complete responsibility of Client.

4.0 TERMINATION OR REMOVAL OF HEALTH CARE PROFESSIONAL.

4.1 If Contractor plans to terminate or remove any Health Care Professional performing Services under this Agreement, it shall give Client three (3) business days advance written notice.

4.2 If a Health Care Professional providing Services under this Agreement has terminated his/her relationship with Contractor, Contractor shall immediately notify Client of such termination.

4.3 Client may require Contractor to replace a Health Care Professional at Client's sole discretion.

5.0 NON-SOLICITATION

5.1 Client agrees that for a period of two (2) years following the termination of this Agreement, Client will not solicit or hire away Health Care Professional assigned by Contractor under this Agreement, regardless of whether such Health Care Professional was an employee or independent contractor of Contractor.

6.0 LIABILITY.

6.1 In connection with the Services provided generally under this Agreement and specifically by a particular Health Care Professional, ~~in no event shall Contractor be liable to Client for damages to any property or person in an amount greater than the amount paid by Client for the Services of such Health Care Professional whose actions or omissions are the alleged basis for such damages.~~ However, Contractor shall not be liable for any damages whatsoever caused by any acts or omissions beyond its control or not due to its fault, or for any special or consequential damages, loss of profits, interest, penalties or fines. Further, if Client requests or directs that Contractor and/or an assigned Health Care Professional perform an act or omit the performance of an act, and if Contractor and/or the assigned Health Care Professional obliges, or if Client approves, affirms or ratifies the performance or omission of any act of Contractor and/or an assigned Health Care Professional, then notwithstanding anything in this Agreement, Client shall have no claim against Contractor for liability in connection with such act or omission to act.

6.2 Contractor will maintain general commercial liability and professional insurance, of at least \$1 million per occurrence and \$2 million overall, naming Client as additional insured over the term of this Agreement. Contractor further represents that Health Care Professional have been fingerprinted and cleared of Tuberculosis consistent with applicable law.

7.0 GENERAL PROVISIONS

7.1 Any notices required to be given under this Agreement by either party to the other may be affected by personal delivery, in writing, or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by giving written notice to the other party.

Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing in the United States, whichever occurs first.

7.2 Neither this Agreement nor any interest hereunder may be assigned or otherwise transferred by either party to third parties other than affiliates of either party without the prior written consent of the other party which shall not be unreasonably withheld.

7.3 This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, and delegates of the parties hereto.

7.4 This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of Services by Contractor for Client and contains all of the representations, covenants, and agreements between the parties with respect to the rendering of those Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which are not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding.

7.5 Any modification of this Agreement will be effective only if it is in a writing signed by both parties.

7.6 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

7.7 If any legal action is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney' fees and costs.

7.8 This Agreement shall be governed by the laws of the State of California.

7.9 Client agrees that it shall not request of any Health Care Professional providing Services under this Agreement any information regarding the rate(s) and other terms of remuneration agreed to between Contractor and such Health Care Professional, nor shall Client induce such Health Care Professional to provide such information. ~~nor shall Client disclose or permit to be disclosed to a Health Care Professional, directly or through another party, any information regarding the rate(s) agreed to between Client and Contractor. Further, other than in response to a valid request under the California Public Records Act or other relevant state or federal statute, Client shall not disclose or permit to be disclosed to a Health Care Professional, directly or through another party, any information regarding the rate(s) agreed to between Client and Contractor.~~ Client understands and agrees that Contractor considers all such information as "confidential".

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date above written.

Client: Alameda Unified School District

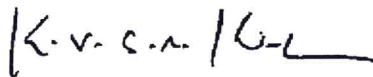
Pristine Rehab Care LLC

By: 

Name: Chlo Pimental

Title: General Counsel

Date: 12/5/19



Name: Kishore Kantamaneni

Title: President

Date: December 4, 2019

EXHIBIT-1

PURCHASE ORDER

Pursuant to the Consulting Services Agreement (the "Agreement") entered into by and between Pristine Rehab Care LLC and Alameda Unified School District on December 4, 2018, it is agreed as follows:

1. This Purchase Order incorporates by reference all of the terms and conditions of the Agreement, except the following clauses:

2. The Services to be performed under this Purchase Order shall be as follows:

(a) Name and specialty of Assigned Health Care Professional:

1.. Shampa Mallick, Speech Services

(b) Length of Services under this Purchase Order:

(c) Start date: **January 14, 2019**

Estimated End date: **June 30, 2019**

(d) Billing Rate: **\$80 per hr anticipating 8 hrs per day, 5 days a week** (\$ 64,000)

(e) Location: Schools under Alameda USD

(f) Expenses: As per contract

(g) Special Billing Rates/Terms, if different from the Agreement:

(h) Specific Services Required:

**Client: Alameda Unified School
District**

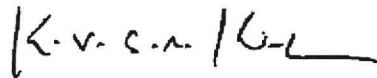
Pristine Rehab Care LLC

By: 

WF Name: Ch Patel

Title: General Counsel

Date: 12/4/18



Name: Kishore Kantamaneni

Title: President

Date: December 4, 2018