# Amergis Healthcare Staffing

**AMENDMENT NO. #**
**MASTER SERVICES AGREEMENT**

This **Amendment** ("Amendment") is made as of this **Effective Date of** June 29, 2026 between **West Jefferson Hills School District** ("Customer") and Amergis Healthcare Staffing, Inc. ("Amergis"), pursuant to that certain **West Jefferson Hills School District** (the "Agreement") entered into between Customer and Amergis on _____(the **Agreement Effective Date**).

**WHEREAS,** Client requested Amergis to provide temporary healthcare staffing services at the facility as set forth in the Agreement;

**WHEREAS**, the Parties now seek to amend certain terms of the underlying Agreement as expressly set forth herein; and

**NOW, THEREFORE,** for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by this Amendment:

| Position | Rate Group | Hourly Bill Rate |
|---|---|---|
| Paraprofessional | Regular | $38 |

**WEST JEFFERSON HILLS SCHOOL DISTRICT:**

Signature of Authorized Representative

Printed Name

Title

Date

**AMERGIS HEALTHCARE STAFFING INC.:**

Signature of Authorized Representative

Printed Name

Title

Date

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amergis
EDUCATIONAL STAFFING

# EDUCATION MASTER SERVICES AGREEMENT

This Education Master Services Agreement (hereinafter "Agreement") is entered into on this ("**Effective Date**") May 27, 2026, by and between **West Jefferson Hills School District** located at 830 Old Clairton Road Jefferson Hills, Pennsylvania 15025, referred to in this Agreement as ("Customer"), and **Amergis Healthcare Staffing, Inc.,** a Maryland Corporation including its affiliates and subsidiaries, with an office located at 317 East Carson Street, Suite 430, Pittsburgh, PA, 15219, United States of America referred to in this Agreement as ("Amergis"). Customer or Amergis may be referred to herein as a "Party" or jointly as the "Parties."

## RECITALS

**WHEREAS,** Customer operates a School located in Pennsylvania and wishes to engage Amergis to provide personnel to supplement Customer's staff;

**WHEREAS,** Amergis operates a staffing agency that provides supplemental staffing services to its customers; and

**THEREFORE,** in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, and intending to be legally bound, Customer and Amergis hereby agree to the following terms and conditions.

## ARTICLE I. DEFINITIONS

**1.1. Definitions.** As used in this Agreement, the following terms shall have the meanings specified below unless the context otherwise requires. Capitalized terms, acronyms and phrases used in the staffing industry (i.e. HR) and business process outsourcing services, industries or other pertinent business context that are not defined will be interpreted in accordance with their then-generally understood meaning:

**"Assignment Confirmation"** is a document specifying additional details and Bill Rate for any individual Personnel matched for the Customer.

**"Bill Rate"** means the rates billed to Customer for Work pursuant to this Agreement, any Statement of Work, subsequent Amendment or any Assignment Confirmation.

**"On Call/Call Back Rates"** means those rates, as applicable and as more specifically set forth on the Assignment Confirmation, for hours where Personnel may be called back for previously unscheduled hours to the Work Site to perform assigned duties.

**"Out of School and Off-Site Work"** is defined as Work conducted by Personnel outside of normal school hours, whether that be after the school day or during any breaks in the school year, or off-site. These types of requests generally include but are not limited to school day length field trips, extended field trips surpassing the length of the school day, overnight field trips, weekend field trips, summer and weekend camps, one-day field trips.


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**"Personnel"** means clinical and other school-based professionals, behavioral, educational assistance, and instructional employees of Amergis, providing Services to Customer under Customer's direction and control pursuant to the terms of this Agreement.

**"Plan"** means any student-specific written plan developed to support the student's educational, behavioral, or medical needs, including: (a) a Behavior Intervention Plan (BIP), which is a written improvement plan created for a student based on the results of a Functional Behavior Assessment; (b) an Individualized Education Program (IEP), which is a plan developed under the Individuals with Disabilities Education Act (IDEA) to provide eligible students with special education and related services designed to enable the student to make progress appropriate in light of the student's unique circumstances; and (c) an Individual Health Plan (IHP), which addresses a student's medical needs and may include physician orders, and whose medical services may be incorporated into a student's IEP or Section 504 Plan when such services are necessary for the student to benefit from education.

**"Services"** means the temporary staffing services provided to Customer by Amergis as detailed in Article III.

**"Supplies"** means any and all necessary supplies to be used in administering and/or providing Work to student(s), including, but not limited to personal protective equipment ("PPE").

**"Week"** or **"Invoicing Week"** as used herein means a seven-day period beginning Sunday and ending Saturday. Amergis timekeeping considers all shifts as occurring completely on the day in which the shift begins.

**"Work"** means the services, duties, and tasks performed by Personnel for Customer at a Customer Work Site, carried out at Customer's direction and under Customer's management, control, and supervision.

**"Work Site"** means any location Customer assigns Personnel to render Work.

## ARTICLE II. TERM

**2.1 Term.** This Agreement will commence on the Effective Date and will continue for a school calendar year.

**2.2 Renewal.** This Agreement shall automatically renew at the end of the term for successive one (1) year terms unless either Party provides written notice at least thirty (30) days prior to the end of the term or renewal term, as applicable, of such Party's decision not to automatically renew this Agreement.

## ARTICLE III. NATURE AND SCOPE OF SERVICES

**3.1 Staffing Services.** Amergis will use its best efforts to recruit, screen, onboard, and assign Personnel to Customer as described herein and any applicable Statement of Work to perform Work under Customer's management and supervision at a school Work Site or another Customer-controlled environment. Customer will direct, oversee, and supervise the Work performed by such Personnel. Customer is responsible for ensuring that the Work it directs Personnel to perform is appropriate under applicable scope-of-practice laws and professional standards.


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**3.2 Onboarding Requirements.** Amergis will onboard Personnel consistent with the criteria detailed in Attachment "B".

**3.3 Amergis as Employer.** Amergis acknowledges and agrees that its Personnel are Amergis employees and shall be treated as such and not as employees of Customer. Amergis agrees that it (i) is responsible for providing any wages or other benefits to its Personnel; (ii) will make all appropriate tax, social security, Medicare, and other withholding deductions and payments with respect to its Personnel; (iii) will provide workers' compensation insurance coverage for its Personnel; (iv) will make all appropriate unemployment tax payments with respect to its Personnel; and (v) will take any additional actions legally required to establish that the Work provided under this Agreement are employees of Amergis.

**3.4 Availability of Personnel.** The Parties agree that Amergis' duty to supply Personnel is subject to the availability of qualified Personnel. The failure of Amergis to provide Personnel shall not constitute a breach of this Agreement if the requested Personnel are not available. To the extent that Amergis is unable to provide the modality of Personnel requested by Customer, Amergis will provide Customer with a higher skilled Personnel. Amergis will bill Customer at that Personnel's fair market value rate for the modality provided.

## ARTICLE IV. WORK, WORK SITE REQUIREMENTS AND OBLIGATIONS

**4.1 Plan Implementation.** Customer is responsible for directing and supervising the Work provided by Personnel to students, including any students with medical disabilities. Customer will make available to Personnel, and upon request to Amergis, the applicable Plan(s). Customer shall provide student specific orientation for the requirements of the Plan(s). If the student requires school transportation, Customer shall assess whether the student's disability would allow for safe transport by Customer, and will make all determinations on Placement of Personnel to implement safe transport of both student(s) and Personnel. Customer shall provide all assessments and protocols to Amergis prior to Personnel accompanying a student for transport. Amergis reserves the right to deny a transportation request, in the event there is a concern for safety or other circumstances. In the event, Customer determines transport is safe, Customer shall orient Amergis Personnel on the transportation and emergency protocol(s).

**4.2 Orientation and Evaluation.** Customer will provide Personnel with orientation of Customer's policies, procedures and School Work Site specific training. Customer will provide School Work Site specific emergency protocol training for all student's with a medically related disability. Customer will perform evaluations of Personnel annually and provide documentation of the evaluation to Amergis. If Customer identifies area for improvement for any Personnel, Customer will collaborate with Amergis to provide additional resources for training and orientation.

**4.3 Supplies.** Customer will provide all necessary Supplies to Personnel in performance of this Agreement. Customer shall be responsible for disposing of all medical waste and biohazard produced by the Work and will comply with all applicable local, state, and federal rules, regulations, and laws governing such disposal.

**4.4 Float Policy.** Subject to prior written notification, Customer may Float Personnel, if Personnel satisfies the Customer's requisite specialty qualifications. If Customer Floats Personnel, the Personnel must perform the duties


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of the revised assignment as if the revised assignment were the original assignment. Customer will provide the Personnel with additional orientation regarding the Float assignment as necessary. If Personnel Floats to a staff classification that has a lower Base Rate, then the Base Rate that was applicable to the original Personnel assignment remains the applicable Base Rate despite the Float. If Personnel Floats to a staff classification that has a higher Base Rate, then the Base Rate that is applicable to the newly assigned staff classification is the applicable Base Rate for as long as the Personnel continues to work in that staff classification.

**4.5 Right to Dismiss.** If at any time Customer, in its reasonable judgment, determines that the Work provided by any Personnel hereunder is inadequate, unsatisfactory or has failed to comply with Customer's rules, regulations, or policies, Customer shall immediately advise Amergis. Amergis will remove Personnel from Customer's School Work Site as requested. Customer will cooperate with Amergis and provide reasonable detail(s) for the dismissal. Customer will provide Amergis with any reports it provides to any governing oversight agency(ies) as a result of Amergis Personnel's conduct, including all drug screens conducted, results of peer review and/or documentation of Customer's investigation(s).

**4.6 Work Environment and OSHA.** Customer will provide a clean and properly maintained workspace(s) for Amergis to conduct the Services that will enable Amergis to safely provide Work to student(s). Customer will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow Personnel reasonable access to telephones for business use. Amergis will not be responsible for the proper maintenance of any property supplied by Customer. Customer will orient Personnel to the specific exposure control plan(s), emergency action plan(s), and/or protocol(s) of the Customer as it pertains to all federal OSHA requirements and equivalent state agency requirements, directives, or standards, with respect to blood borne pathogens, other emergent matters, and any of the Customer's specific policies and procedures for safety, hazardous communications and/or operations instructions. Customer will be responsible for all OSHA recordkeeping, logging, and reporting responsibilities required by law pertinent to Work provided under this Agreement.

**4.7 Out of School and Off-Site Work.** Customer must submit any request for Personnel to perform Out of School and Off-Site Work in advance and in writing, and such Work may not be performed unless and until Amergis provides written approval. For any approved Out of School or Off-Site Work, Customer is solely responsible for overseeing and directing Personnel placement, providing all necessary supplies and resources at its own expense, and maintaining a safe working environment. Customer accepts responsibility for any incidents arising out of the Out of School or Off-Site Work.

**4.8 Notification of Incidents and Claims.** Customer agrees to notify Amergis of any incident involving Amergis Personnel within forty-eight (48) hours of its occurrence. Customer agrees to provide Amergis documentation of any investigation conducted. Amergis and Customer agree to notify each other in writing of any asserted claim relating to this Agreement within ten (10) days of either discovery of the occurrence upon which the claim may be based or learning of the claim. Indemnity to Customer shall not cover any claims or liabilities in which there is a failure to give the indemnifying party prompt notice of any incident within forty-eight (48) hours of its occurrence.

## ARTICLE V. HIRING OF PERSONNEL



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**5.1 Conversion.** The Parties acknowledge and agree that: (i) the primary purpose of this Agreement is for Amergis to provide supplemental staffing Services, not direct hire services, to Customer; and (ii) Amergis invests significant resources in recruiting candidates and onboarding, training, and employing Personnel. Accordingly, if Customer, or any of its affiliates, subsidiaries, or agents, elects to directly hire any candidate or Personnel introduced by Amergis, Customer agrees to pay Amergis a fee in accordance with the table below ("Conversion Fee"), unless such hire occurs at least twelve (12) months after the later of: (i) the last interview of a candidate by Customer under this Agreement, or (ii) the last shift worked by the Personnel under this Agreement.

The Parties further acknowledge and agree that the Conversion Fees are intended to reasonably approximate Amergis' costs associated with recruiting candidates and onboarding and placing Personnel, and are not intended to be a penalty or to restrict employment opportunities. Rather, they serve as a fair reimbursement for the business-related expenses incurred by Amergis in connection with the engagement of candidates and Personnel.

| | |
|---|---|
| Tier 1 | School Aide/Behavior Aide and similar roles |
| Tier 2 | Special Education Teacher, General Education Teacher, RN, LPN, CNA, Social Worker, SLP, PT, OT, COTA, PTA, Teacher for Deaf and Hard of Hearing, Orientation and Mobility Specialist, School Psychologist, Teacher for Visually Impaired, Sign Language Interpreter and similar roles |

Tier 1:

| Aggregate Hours Worked By Amergis Personnel for Customer in a Twelve (12) Month Period | Conversion Fee |
|---|---|
| Prior to completing 180 hours | 25% of annualized starting salary |
| Between completion of 181 and 360 hours | 20% of annualized starting salary |
| After completion of 361 and 540 hours | 15% of annualized starting salary |
| After completion of 541 and 720 hours | 10% of annualized starting salary |
| After completion of 721 hours | 0% of annualized starting salary |

Tier 2:

| Aggregate Hours Worked By Amergis Personnel for Customer in a Twelve (12) Month Period | Conversion Fee |
|---|---|
| Prior to completing 280 hours | 25% of annualized starting salary |
| Between completion of 281 and 560 hours | 20% of annualized starting salary |
| After completion of 561 and 840 hours | 15% of annualized starting salary |
| After completion of 841 and 1,350 hours | 10% of annualized starting salary |
| After completion of 1,351 hours | 0% of annualized starting salary |


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**5.2 Breach of Conversion of Personnel.** In the event that Customer hires or contracts with any candidate or Personnel but does not notify Amergis, the Placement Fee that applies is the lesser of 150% of the amount set forth above or the maximum amount allowed by applicable law.

**5.3 Compliance with Staffing Laws.** Amergis and Customer acknowledge that certain states have enacted, and in the future may enact, laws, rules and regulations governing Amergis, Customer and/or the Services contemplated by this Agreement (collectively, "State Staffing Laws"). Accordingly, the terms of the Agreement are hereby amended to the extent necessary to comply with applicable State Staffing Laws and any terms contrary to such State Staffing Laws are deemed void and unenforceable. If Customer has Worksites located in multiple states, the laws of the state in which that Worksite resides shall determine whether any State Staffing Law applies to such Worksite.

## ARTICLE VI. INVOICING, PAYMENT, AND TAXES

**6.1 Invoicing.** Amergis will supply Personnel under this Agreement at the rate(s) listed in the Statement of Work or Assignment Confirmations for this Agreement. Amergis will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. Customer Invoices shall be submitted to the following electronic mail address or by the applicable agreed upon Timecard Application.

Invoicing E-mail:
Invoicing Contact:
Invoicing Address:

**6.2 Payment.** All amounts are due and payable within thirty (30) days from the date of invoice. Amergis' preferred payment is via electronic payment (EFT). If Customer is unable to pay electronically, Customer will send all payments to the address set forth on the invoice. Amergis reserves the right to accept or deny payment via credit card on a case-by case basis. Customer will be responsible for an additional surcharge of the lesser of 4% or the maximum amount allowed under applicable law for administrative/processing fee on all accepted payments made via credit card. If any portion of an amount billed by Amergis under this Agreement is subject to a good faith dispute between the Parties, Customer shall give written notice to Amergis of the amounts it disputes ("Disputed Amounts") upon the discovery of the billing dispute and include in such written notice the specific details and reasons for disputing each item. Written notice of a dispute must be provided within fourteen (14) days from date of invoice or the invoice amount is presumed to be valid. Customer shall pay by the due date all undisputed amounts, including, in the event of a billing rate dispute, the amount of the Services at the lower billing rate. Billing disputes shall be subject to the terms of Article XIII, Dispute Resolution.

**6.3 Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

**6.4 Annual Rate Increases.** Customer agrees to and accepts annual rate increases at the percentage listed on "Attachment A" of this Agreement.


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**6.5 Customer Bankruptcy or Insolvency.** Customer agrees that in the event Customer files bankruptcy, (i) to the extent Amergis pays the salary and other direct labor costs of Personnel it provides to Customer and such amounts incurred within one-hundred eighty (180) days prior to bankruptcy are not paid by Customer to Amergis prior to bankruptcy, and/or (ii) Customer is the assignee of claims held by such Personnel against Customer for such amounts incurred within one-hundred eighty (180) days prior to bankruptcy, then Amergis has a claim against Customer in bankruptcy for the amount of such salary and other direct labor costs, which is entitled to a priority under 11 U.S.C. §507(a)(4). All pre-bankruptcy conduct, including amounts due and actions related to payment that could be brought by Customer are released.

**6.6 Assurances.** In the event Amergis in good faith becomes concerned about impending bankruptcy or other insolvency by Customer, the Parties agree that Amergis may request in writing from Customer a prepayment deposit in the amount equal to the average of two weeks of Services, which Amergis may apply to outstanding invoices in the event that Customer fails to timely pay such invoices. Customer agrees to provide the requested prepayment deposit within five (5) days. In the event that Amergis applies the prepayment deposit in accordance with this section at such time that concern about Customer's impending insolvency remains, Customer agrees to replenish the prepayment deposit within five (5) days of receipt of written notice of its application.

**6.7 Transaction Taxes.** Customer shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by Amergis. If Customer provides Amergis with a valid tax exemption certificate in accordance with local laws covering the Services provided by Amergis, Amergis will not collect Transaction Taxes.

**6.8 Reimbursement for Travel Expenses.** The Bill Rates herein are inclusive of per day or per diem allowances for lodging, meals, and/or incidental expenses incurred when traveling to be paid by Amergis to Personnel whose primary residence is greater than fifty (50) miles from the Customer Worksite where such Personnel perform Work ("Travel Personnel"). Amergis will provide Customer with sufficient information regarding such Travel-Expense Payments in accordance with section 274(d) of the Internal Revenue Code. Customer is subject to any applicable limitations on deduction under section 274 of the Internal Revenue Code and regulations promulgated thereunder.

## ARTICLE VII. RELATIONSHIP OF THE PARTIES

**7.1 Independent Legal Entities.** Amergis and Customer are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither Amergis nor Customer nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.

**7.2 Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall and have been disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when a Customer, employee or Personnel has professional or personal interests that


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compete with his/her/their ability to provide Services to or on behalf of Amergis or Customer. Such competing interests may make it difficult for the Customer employee or Personnel to fulfill his/her/their duties impartially.

## ARTICLE VIII. PER DIEM SERVICES

**8.1 Per Diem Personnel.** If Customer requires short-term, shift-based, or as-needed assignments ("Per Diem Personnel"), Customer will use its best efforts to request Per Diem Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Per Diem Personnel. All information regarding reporting time and assignment will be provided by Customer to Amergis in writing.

**(a) Per Diem Personnel Short-notice Requests.** Amergis will bill Customer for the entire shift if an order for Per Diem Personnel is made less than two (2) hours prior to the start of the shift, as long as the Per Diem Personnel report for work within a reasonably prompt period of time under existing conditions after receiving notice of the assignment.

**(b) Per Diem Personnel Order Cancellation.** If Customer changes or cancels an order for Per Diem Personnel less than two (2) hours prior to the start of a shift, Amergis will bill Customer for two (2) hours at the established fee for each scheduled Per Diem Personnel. Amergis will be responsible for contacting Per Diem Personnel prior to reporting time.

## ARTICLE IX. ADDITIONAL OFFERINGS

**9.1 MaxView.** The Parties acknowledge and agree that notwithstanding any Customer manuals, instructions, or other Customer policies, Amergis reserves the right to utilize MaxView, a proprietary web-based timekeeping system, for the provision of Services and is not required and/or mandated to use paper-based timekeeping records, unless otherwise required by applicable law. Personnel will submit hours worked to Customer via MaxView. Customer will be notified via electronic mail regarding the hours submitted and agrees to review and approve the submitted hours on a weekly basis, each Monday by noon local time. Customer approved hours will be utilized for the weekly payroll and billing. Any non-approved hours will be discussed between Customer and Amergis; notwithstanding this, Customer and Amergis agree to cooperate in good faith to ensure that all Personnel time is properly captured to ensure compliance with applicable local, state, and federal wage and hour laws.

**9.2 Sunburst.** The Parties may agree to utilize Amergis' in-house workforce solution, Sunburst Workforce Advisors, LLC ("Sunburst"), by mutual written agreement ("MSP Opt-In"), after which Attachment "C" shall take effect and govern the scope of work for the managed service provider offering ("MSP"). For the purpose of this section, email correspondence between the Parties indicating mutual intent to utilize Sunburst shall be sufficient to effectuate the MSP Opt-In. In absence of such MSP Opt-In, Attachment "C" shall not take effect.

**9.3 Amergis Teletherapy Services.** If Customer requests that Personnel perform remote Work through a teletherapy platform, Customer may request in writing (email suffices) that such Personnel utilize the Amergis Teletherapy Platform for the delivery of the remote Work. Upon such election, the Amergis Teletherapy Platform Addendum, attached hereto as Attachment "D", shall automatically apply. If Customer elects not to utilize the Amergis Teletherapy Platform, Attachment "D" shall not apply and shall have no force or effect. If Customer


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directs Personnel to perform remote Work, but does not elect to utilize the Amergis Teletherapy Platform, Customer shall be solely responsible for providing and supporting any teletherapy equipment, systems, and platform access for remote Personnel, as well as ensuring the secure transfer, maintenance, and handling of any student or service records necessary for remote service delivery.

## ARTICLE X. INSURANCE

**10.1 Amergis Insurance.** Amergis will maintain (at its sole expense), or require the Contractors it utilizes under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate, covering Services. Amergis will provide a certificate of insurance evidencing such coverage upon written request by Customer.

**10.2 Customer Insurance.** Customer will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of $1,000,000 per occurrence and $3,000,000 annual aggregate. Customer will give Amergis prompt written notice of any material change in Customer coverage. Customer shall name Amergis as an additional insured on its general liability policy.

## ARTICLE XI. INDEMNIFICATION

**11.1 Indemnification by Amergis.** Amergis agrees, at its own expense, to indemnify, defend, and hold harmless Customer and its parent, subsidiaries, Affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:

**(a)** bodily injury (including death) or any real or tangible property loss or damage as a direct result of Amergis' employees' negligent acts or omissions in the performance of Services under this Agreement; or

**(b)** any breach by Amergis of Section 3.2.

**11.2 Indemnification by Customer.** Customer agrees, at its own expense, to indemnify, defend, and hold harmless Amergis and its parent, subsidiaries, affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:

**(a)** bodily injury (including death) or any real or tangible property loss or damage as a direct result of Customer's employees' negligent acts or omissions;

**(b)** any breach of this Agreement by Customer; or

**(c)** any Transaction Taxes levied, assessed, or imposed by any taxing authority as a result of, or in connection with this Agreement, whatever the source and regardless of whether invoiced to or remitted by Customer.


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**11.3 Indemnification Procedures**. The Party seeking indemnification under this Article XI (the "**Indemnified Party**") shall notify the other Party (the "**Indemnifying Party**") promptly after the Indemnified Party receives notice of a claim for which indemnification is sought under this Agreement; provided, however, that no failure to so notify the Indemnifying Party shall relieve the Indemnifying Party of its obligations under this Agreement except to the extent that it can demonstrate damages directly attributable to such failure. To the extent permitted by law, the Indemnifying Party shall have authority to defend or settle the claim; provided, however, that the Indemnified Party, at its sole discretion and expense, shall have the right to participate in the defense and/or settlement of the claim, and provided further, that the Indemnifying Party shall not settle any such claim imposing any liability or other obligation on the Indemnified Party without the Indemnified Party's prior written consent.

## ARTICLE XII. LIMITATION OF LIABILITY

**12.1 Limitation on Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE OR SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**12.2 Cap on Damages. THE TOTAL AGGREGATE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR DAMAGES UNDER THIS AGREEMENT OR OTHERWISE SHALL NOT EXCEED THE SUM OF ALL FEES PAID OR PAYABLE TO AMERGIS BY CUSTOMER UNDER EITHER THE APPLICABLE STATEMENT OF WORK OR FOR SERVICES RENDERED DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH SUCH LIABILITY AROSE, WHICHEVER IS LESS. MULTIPLE CLAIMS UNDER THIS AGREEMENT WILL NOT ENLARGE THIS LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY HEREIN.**

## ARTICLE XIII. DISPUTE RESOLUTION

**13.1 Dispute Resolution.** Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties.

**13.2 Dispute Resolution Process.** To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) business days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

**13.3 Inability to Resolve.** If the Parties have been unable to resolve the dispute within forty-five (45) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement,


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at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before a court of competent jurisdiction.

## ARTICLE XIV. CONFIDENTIALITY AND USAGE OF DATA

**14.1 Confidentiality.**

(a) **Amergis/Customer Information**. The Parties recognize and acknowledge that, by virtue of entering into this Agreement and providing Services hereunder, the Parties will have access to certain information, which may be considered confidential or trade secret information (collectively "Information") such that a Party may derive independent economic value, actual or potential, from the Information not being generally known to the public or to other persons or entities, which are not a party to this Agreement. This Information may include, without limitation, information with respect to the Party's customers, vendors, cost structure, and/or business strategy, or business methods at any time used, developed, or disclosed by the Party. Each of the Parties agree that neither it, nor its staff shall, at any time either during or subsequent to the termination of this Agreement, disclose the Information to others, use, copy, or permit the Information to be copied, except pursuant to duties for or on behalf of the other Party as defined within this Agreement. A Party may disclose the Information pursuant to a governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar request, provided that the other Party promptly notifies the non-disclosing Party, in writing of such request or demand for disclosure, and no later than within forty-eight (48) hours of receipt of such request, so that the non-disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Information.

(b) **Disclosure of Amergis/Customer Partnership**. From time to time, Amergis lists or mentions its customers in its marketing, communication, and business initiatives barring any restrictions and obligations as set forth in Section 14.1(C) and/or Section 14.2 of this Agreement. Customer_agrees that Amergis may disclose the partnership between Amergis and Customer, and use Customer's name for such marketing, communication, and business purposes and initiatives. The Parties will make all commercially reasonable efforts to facilitate and coordinate press announcements, press releases, and other joint-marketing efforts related to this Agreement and the Amergis /Customer partnership. If either Party reasonably objects to use or disclosure of said partnership in such initiative(s), the other Party may ask the Party that developed the marketing or promotional content to edit or adjust such materials, and such Party will not unreasonably disagree.

(c) **Student Information**. In the event that Amergis receives student information, which may include student financial or medical information (collectively "Student Information"), Amergis shall not disclose any Student Information for which Services are provided under this Agreement to any third-party, except where permitted or required by law or where such disclosure is expressly approved by Customer, Amergis, and if required, student in writing. Further, each Party and its employees shall comply with the other Party's policies and obligations. Amergis may maintain and use Student Education Records to perform the Services under this Agreement and may disclose de-identified data to third parties in performance of Services under this Agreement. If Amergis is provided access to students' records, Amergis shall limit its Personnel's access to the records to those persons for whom access is essential to the performance of the Services under this Agreement. Amergis shall, at all times and in all respects, comply with the terms of the Family Rights and


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Privacy Act of 1974, as amended. Amergis reserves the right to retain any Student Education Records for the length of time necessary to meet Amergis' contractual and legal commitments.

**14.2 Data Security.** Customer will be responsible for establishing and overseeing all access, maintenance, and transmission of Customer and Student data and information, including privacy and security measures required under Law, which may further be needed to maintain and protect the security of all Customer computer systems, networks, and/or data related to the Services under this Agreement. Customer will be responsible for providing all education and training to Personnel as it relates to Customer's privacy and security measures and processes, including, without limitation the Customer's processes and expectations for collecting, storing, securing, and transferring Customer or Student data and information accessed, collected, and maintained under this Agreement.

Customer acknowledges and understands and agrees that no Personally identifiable information ("PII") or Protected Health Information ("PHI") PHI will be relayed, transmitted, or otherwise provided to or stored by Amergis or Amergis Personnel, unless necessary to be provided in performance of Services under this Agreement. Customer further acknowledges that it will provide Amergis with deidentified data, whenever possible, including removal of direct identifiers. Customer shall indemnify and hold harmless Amergis, its directors, officers, shareholders, employees, and agents from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the negligent handling of PII or PHI, including the unauthorized use, access, or disclosure by Customer, its employees, agents, and subcontractors.

**14.3 Aggregate Statistical Usage.** Customer acknowledges and agrees that Amergis will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism, such data does not contain student data or identifying student information. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Amergis shall have a perpetual right to collect, use, and disclose the data collected relating to the Services and derived from Customer's use of Amergis, Amergis Personnel, and Contractors affiliated with Amergis under this Agreement for the analysis, benchmarking, analytics, marketing, or other business purposes as long as all data collected is done in an anonymized aggregated manner, with Customer's data aggregated with data of other Amergis customers, so as to be non-specific to any individual Customer.

**14.4 Survival.** All obligations set forth in this Article XIV shall survive the termination of this Agreement.

## ARTICLE XV. TERMINATION

**15.1. Termination for Convenience.** Either Party may terminate this Agreement for any reason by providing at least thirty (30) days advance written notice of the termination date to the other Party.

**15.2. Termination for Cause.** If payment default occurs, Amergis may terminate this Agreement upon seven (7) days advance written notice of the termination date to Customer.

**15.3 Post Termination Obligations.** Termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.


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## ARTICLE XVI. GENERAL TERMS

**16.1 Amergis Subcontracting.** Amergis may subcontract this Agreement upon written notice to Customer.

**16.2 Non-discrimination.** Neither Amergis nor Customer will discriminate on the basis of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed Services, genetic information, or any other characteristic protected under applicable federal, state, or local law.

**16.3 Compliance with Laws.** Amergis agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state, or local laws and regulations or applicable accrediting body standards are modified, Amergis reserves the right to notify Customer in writing of any modifications to the Agreement in order to remain in compliance with such law, rule, or regulation.

**16.4 Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

**16.5 Assignment of Agreement.** Customer may not assign this Agreement without the prior written consent of Amergis, and such consent will not be unreasonably withheld. Amergis may assign this Agreement without consent and/or notice for assignment to either: (i) an entity owned by or under common control with assignor, (ii) in connection with any acquisition of all of the assets or capital stock of Amergis, and/or (iii) a name change by Amergis.

**16.6 Attorneys' Fees.** In the event either Party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such Party for Services provided, the prevailing Party shall be entitled to receive from the other Party, in addition to all other sums due, reasonable attorney's fees, court costs, and expenses, if any, incurred enforcing its rights and/or collecting its monies, including any fees and costs incurred on an appeal.

**16.7 Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party.


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| | |
|---|---|
| West Jefferson Hills School District<br>830 Old Clairton Road,<br>Jefferson Hills Pennsylvania 15025 | Amergis Healthcare Staffing, Inc.<br>7223 Lee DeForest Drive<br>Columbia, MD 21046<br>ATTN: Contracts Department<br>Email copy to: contracts@amergis.com |
| ATTN: Elizabeth Greives | COPY TO:<br>Amergis Healthcare Staffing, Inc.<br>317 East Carson Street, Suite 430, Pittsburgh, PA, 15219, United States of America<br>ATTN: Amber Fetter |

**16.8 Headings.** The headings of sections and subsections of this Agreement are solely for reference only and will neither affect nor control the meaning or interpretation of this Agreement.

**16.9 Merger.** This Agreement constitutes the entire contract between Customer and Amergis regarding the Services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. All terms of a later signed Agreement will supersede a prior signed Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

**16.10 Amendment.** No changes and/or amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both Parties except as provided in Section 3.1, Section 16.3, and Attachment(s).

**16.11 Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful, and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.


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Customer and Amergis have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the Effective Date set forth above.

| WEST JEFFERSON HILLS SCHOOL DISTRICT | AMERGIS HEALTHCARE STAFFING, INC.: |
|---|---|
| Janet Sardon | Signed by: Molly Rochester 309D0B2AA16A409... |
| Signature of Authorized Representative | Signature of Authorized Representative |
| Janet Sardon | Molly Rochester |
| Printed Name | Printed Name |
| Superintendent | Financial Analyst II |
| Title | Title |
| 6-25-2026 | 29-Jun-26 |
| Date | Date |



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**ATTACHMENT "A"**
**STATEMENT OF WORK**

1. **Scope of Services.** Amergis is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide Services to Customer, with such Work provided by Personnel under Customer's management and supervision at a Work Site or in an environment controlled by Customer. Upon Customer's request for supplemental Personnel, Amergis will use commercially reasonable efforts to provide Personnel to Customer. Customer shall communicate duties, shifts, unit assignments and other working details to Personnel during their Assignment.

2. **Personnel Requirements and Screening.** Amergis will supply Customer with Personnel who meet the criteria set forth in the Assignment Onboarding Attachment "B". Amergis will provide Personnel who have the necessary and appropriate skills, education, knowledge and experience for the positions to be filled, subject to the approval of the Customer.

3. **Interview.** Customer may request to conduct a telephone interview with any Personnel candidate prior to the Services commencing.

4. **Bill Rates.** Bill Rates are agreed to between the Customer and Amergis for the following positions. If Customer and Amergis execute a subsequent Assignment Confirmation(s) per individual Personnel the Bill Rates in the Assignment Confirmation will apply to the named Personnel therein and for the timeframe indicated.

| Positions | Rate Type (per hour) | Rate $ (per hour) |
|---|---|---|
| RN \| RN - School | Regular Rate Group | $65.00 |
| LPN \| LPN - School | Regular Rate Group | $60.00 |

5. **Out of School Time and Off-Site School Time**. Rates charged for Work rendered outside of school time or off-site during school time will be in accordance with the local and/or state regulatory wage laws. Overtime Rates are also charged for all hours worked in excess according to applicable state law.

6. **Annual Rate Increase.** Effective on the Agreement renewal date and every year thereafter, Bill Rates for all modalities listed above will be increased by three percent (3%) of Bill Rate(s).

7. **Weekend Rates.** Customer and Amergis may agree in individual Assignment Confirmations to Weekend Rates that differ from the Bill Rate. As applicable, Weekend Rates will apply to shifts beginning at 11:00 p.m. on Friday and will apply through shifts ending at 7:00 a.m. on Monday.

8. **Orientation.** Bill Rate(s) will be billed for all time spent in required Customer orientation.

9. **Overtime.** Overtime Rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is a one and one-half times (1.5x) multiplier of the Bill Rate for such hours, unless applicable state law requires a different multiplier.


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10. **Holidays.** Holiday Rates will apply to all hours worked in the time period beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. The Holiday Rate is a one and one-half times (1.5x) multiplier of the Bill Rate for the following holidays:

| | |
|---|---|
| New Year's Day | Labor Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

11. **Work Site.** This Statement of Work and underlying Agreement shall apply to the following Work Site(s) or Customer locations:

12. **Invoicing.** Amergis will supply Personnel under this Agreement at the Bill Rates listed herein or in any Assignment Confirmation. Amergis will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. The specified contacts for individual Work Sites is set forth below:

13. **Changes.** Pursuant to Section 3.2 of the Agreement, the Parties agree that Changes may be made to this Statement of Work by execution of a subsequent Statement of Work(s) or Assignment Confirmation(s), or Change Request.

14. **On Call.** Hours for Personnel that are placed on call will be invoiced to Customer at the "On-Call Hourly Rate" as specified in herein, if applicable, and if called in will be billed at the overtime rate, unless a greater rate such as double time must be used under federal and/or state law.

15. **Construction.** Except as expressly set forth by this Statement of Work, the Agreement shall continue in full force and effect in accordance with the provisions thereof. Nothing in this Amendment to the Agreement is intended to modify, alter, reduce, or change the right or obligations in the Agreement executed except as expressly stated in this Statement of Work.


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**ATTACHMENT "B"**
**PRE-ASSIGNMENT SCREENING**

1. **For all Personnel submitted to Customer under the Agreement, Amergis will:**
   - **a.** Conduct a criminal background screening in accordance with applicable law, including any state exclusion review as applicable;
   - **b.** Verify current license, registration, or certification for the Services to be provided, if applicable to role;
   - **c.** Verify relevant professional and specialty experience, as requested by Customer;
   - **d.** Confirm Personnel are authorized to work;
   - **e.** Perform federal exclusion and abuse check(s) including but not limited to, List of Excluded Individuals/Entities (LEIE) and the Excluded Parties List System (EPLS) and the National Sex Offender Registry;
   - **f.** Verify skills checklist of competencies for the position and exam;
   - **g.** Verify that a current diagnostic Tuberculosis (TB) test or screening is on file, in accordance with state regulations.
2. **Upon written request by Customer, Amergis will provide Customer with the following:**
   - **a.** Reasonable proof of previous employment;
   - **b.** Education verification.
3. **Customer Criminal Background Report.** In the event that Customer requires its own criminal background screening, which may include fingerprinting, for Amergis Personnel, Customer shall provide Amergis with a copy of the results and/or report, or the "Clear" or "Not Clear" status. Providing first day instructions for Amergis Personnel following Customer required background screening will constitute a "Clear" status. Customer agrees that Personnel may begin assignment following completion of a successful Customer background screening.


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## ATTACHMENT "C"
## WORKFORCE SOLUTION ADDENDUM

This Workforce Solution Addendum ("Addendum") takes effect as of the date of the MSP Opt-In, as described in the Education Master Services Agreement ("Agreement") between Customer and Amergis, the terms of which are expressly incorporated herein.

1. **Scope of Services.** Customer wishes to utilize Amergis Healthcare Staffing, Inc.'s workforce solution, Sunburst ("MSP"), to centralize and consolidate the management Services of its temporary school-based professionals ("Contract Workers"). Customer agrees that all providers of Services ("Staffing Suppliers") inquiring to provide healthcare-related, school-based Services ("Staffing Services") to Customer will be overseen by MSP. Customer shall notify incumbent Staffing Suppliers 1) to work with MSP to obtain necessary program information and onboarding documentation from MSP; and 2) that all communication regarding day-to-day activity and will be conducted between MSP and Customer. MSP will establish a program management team consisting of MSP personnel to be Customer's central point for all matters relating to Customer's staffing needs.

2. **MSP Services.** The MSP Services provided by MSP to Customer will generally consist of:
   - **a.** Identifying strategic Staffing Suppliers for Customer's educational, healthcare and administrative staffing needs;
   - **b.** Contracting with Staffing Suppliers;
   - **c.** Providing a web-based application software program ("System") to automate the process by which Contract Workers are requisitioned from Staffing Suppliers;
   - **d.** Onboarding Contract Workers and providing assignment details;
   - **e.** Coordinating with Customer regarding Staffing Suppliers;
   - **f.** Verifying each Staffing Supplier has uploaded onboarding documentation;
   - **g.** Maintaining accurate and complete statuses; and
   - **h.** Validating submission of electronic timecards.

3. **Purchasing Agent.** MSP will act as Customer's purchasing agent. As Customer's purchasing agent, MSP will enter into Staffing Supplier Agreements with Staffing Suppliers to Provide Services to Customer under terms that are substantially the same as those in the Education Master Services Agreement.

4. **Onboarding and Orientation.** MSP will participate in a review of all Staffing Supplier work progress and satisfaction of any onboarding and orientation requirements set forth in the Education Master Services Agreement, which may be updated/modified by Customer in the System.

5. **Rates.** Charges will be based on a Customer approved hourly bill rate at the time an order for Contract Worker(s) is posted via the System. Bill rates are subject to change at time of order posting based on Customer Approval. Customer and MSP reserve the right to add additional modalities/positions if needed and agreed upon. All orders for Contract Workers will be submitted through the System.

6. **Incident Reporting.** Customer agrees to notify MSP of any incident involving Contract Workers within forty-eight (48) hours of its occurrence. Customer agrees to provide MSP with documentation of any investigation conducted related to Contract Workers and/or the Services.



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7. **Consolidated Invoices.** All Staffing Supplier invoices are consolidated as a part the MSP Services. MSP will issue consolidated invoices to Customer on a weekly basis (or on a less frequent basis if requested by Customer). Customer will remit payment for uncontested invoices in a timeframe consistent with the Education Master Services Agreement.

8. **Taxes.** Bill Rates do not include any applicable Transaction Taxes. Customer is responsible for any applicable Transaction Taxes and, if applicable, shall pay or reimburse MSP for Transaction Taxes as a result of, relating to, or in connection with this Addendum (including with respect to Transaction Taxes required to be forwarded by MSP to Staffing Suppliers in connection with their provision of Services). If Customer provides MSP with a tax exemption certificate in accordance with local laws that covers the MSP Services provided by MSP, MSP will not collect Transaction Taxes if the tax exemption certificate is valid. The rates paid to Suppliers for Travel Personnel include amounts to reimburse Suppliers for Travel-Expense Payments made to Travel Personnel. Suppliers shall provide Customer with sufficient information regarding such Travel-Expense Payments in accordance with section 274(d) of the Internal Revenue Code. Customer is subject to any applicable limitations on deduction under section 274 of the Internal Revenue Code and regulations promulgated thereunder.

9. **MSP Fee.** MSP will provide MSP Services at no direct cost to Customer. MSP's administrative fee for MSP Services will be funded by participating Staffing Suppliers.

10. **Aggregate Statistical Usage.** Customer acknowledges and agrees that MSP will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism. Customer acknowledges and agrees that MSP shall have the perpetual right to use and disclose the data collected relating to the Services, in any manner, as long as any data collected is done on an aggregate basis, with Customer's data aggregated so as to be non-specific to Customer or including any personally identifiable information of an individual.


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**ATTACHMENT "D"**
**AMERGIS TELETHERAPY PLATFORM**

This Telehealth Platform Addendum ("Addendum") takes effect as of the date of the Opt-In, as described in the Education Master Services Agreement ("Agreement") between Customer and Amergis, the terms of which are expressly incorporated herein.

1. **Access.** Subject to Customer's compliance with the terms herein, Amergis may, in its sole discretion, provide certain Teletherapy Personnel on assignment with Customer access to a third-party browser-based teletherapy platform ("Teletherapy Platform") for use with Customer's students. Customer and Amergis acknowledge and agree that the Teletherapy Platform serves a legitimate educational interest, including supporting instruction and permitted remote telehealth assessments and documentation of student progress.

2. **Equipment.** Customer will be responsible for providing students with a secure device to access the Teletherapy Platform (computer, tablet, or similar device with worker webcam and microphone) and internet access (together, "Device").

3. **Misuse.** Amergis is not responsible for the misuse of the Device or Teletherapy Platform by Customer or its students.

4. **Transfer of Educational Records.** Customer acknowledges and agrees that certain reports or similar documents generated by the Teletherapy Platform ("Teletherapy Records") may be classified as educational records under the Family Educational Rights and Privacy Act (FERPA).

   Amergis will use commercially reasonable efforts to facilitate the transfer of Teletherapy Records to Customer. Customer will establish and maintain a Secure File Transfer Protocol (SFTP) or equivalent secure transmission method that meets or exceeds prevailing industry standards for the protection of Teletherapy Records. Amergis is not responsible for any data security vulnerabilities or breaches arising from the transmission method selected or maintained by Customer. Customer will remain responsible for responding to and complying with applicable law regarding all requests to access educational records, including the Teletherapy Records.

5. **Permissible Use.** Amergis will access, use, view, store, maintain, or otherwise process Teletherapy Records solely to the extent reasonably necessary to: (i) support the provision of the teletherapy Services by Teletherapy Personnel; (ii) facilitate the secure transfer of the records to Customer; and (iii) comply with applicable laws and regulations and its internal policies regarding record retention (collectively, "Permissible Use").

   Amergis will not process Teletherapy Records for any purpose outside the scope of Permissible Use, including, without limitation, selling, licensing, or sharing such records with unauthorized third parties. Amergis has no obligation to Customer to retain the Teletherapy Records, and makes no guarantees to Customer regarding the retention of the Teletherapy Records.

6. **Standard of Care.** Amergis will protect the systems processing the Teletherapy Records in accordance with reasonable commercial practices and will use safeguards no less protective than those used to secure Amergis' own data of a similar type.


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