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Master Services Agreement

This Agreement is made this 4th day of September, 2024 (hereinafter "Effective Date"), by and between Judge Healthcare, a division of Judge Technical Services, Inc. (hereinafter "Judge") with its primary place of business located at 151 South Warner Road, Suite 100, Wayne, PA 19087, and Penn Delco School District (hereinafter "Client") with its primary place of business located at 2821 Concord Road, Aston, PA 19014. Judge and Client may hereinafter be referred to collectively as the "Parties" or individually as a "Party".

WHEREAS, Judge is in the business of providing the highest quality candidates for contract and permanent placement; and

WHEREAS, Client from time to time desires to utilize the services of one or more such technical personnel.

NOW, THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound, the parties agree as follows:

I. SCOPE OF WORK

Judge shall, when directed by Client, locate only licensed and qualified personnel, for permanent and/or contract placement, meeting the qualifications, experience, skills and project requirements set forth by Client and provide resumes of personnel located by Judge and their proposed annualized salary to Client. Once Judge has presented a candidate to Client, Client's utilization of such individual within one year of presentation by Judge is subject to the terms and conditions of this Agreement.

II. PERIOD OF PERFORMANCE

The period of performance of this Agreement begins from the Effective Date of Agreement and remains in effect from year-to-year unless cancelled by either party. Client may terminate the services of Judge at any time and for any reason by providing thirty (30) days' prior written notice of its intent to terminate. In such event, Client is responsible to pay for services rendered up to the date of termination.

III. SCOPE OF SERVICES

A. Permanent Placement Services

Judge shall conduct a search based on hiring criteria provided by Client and shall provide the candidate's resume, experience, current compensation where permissible, and other relevant details that will assist Client in determining if the candidate is a fit for its needs. The resumes provided will contain the information provided to Judge by the candidate, and while Judge shall, at its expense, conduct an initial screening of all candidates and exercise due diligence in reviewing the candidate's credentials, including, but not limited to, confirming whether the candidate meets Client's requirements and possessing and obtaining the proper licensure and clearances, Judge does not warrant that the information contained within either the resumes or obtained as a result of the Client's interview is truthful or complete, and Client agrees that it is not relying solely upon such information in making its comprehensive evaluation of the candidate.

If Client has already received the candidate's resume from a different source or has already had contact with the candidate and believes that Judge is not owed a fee in the event of the hiring of said candidate, Client will notify Judge within forty-eight (48) hours of resume submission by Judge.

Should Client desire to utilize the services of Judge to find regular full-time employees, Client shall pay Judge a one-time flat fee of twenty-five percent (25%) of the candidate's annual starting salary (exclusive of any sign-on bonus), payable within thirty (30) days of the candidate's first day of employment

If, and only if, the fee is timely paid, and the candidate is separated from employment for any reason other than a reduction in force during the first thirty (30) days, Client shall allow Judge to find a replacement candidate at no additional charge to the Client.

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B. Contract Labor, Training and or Consulting Services: Judge shall furnish Client with the temporary staff, meeting the requirements specified by Client to provide services more fully documented in the Statement of Work.

Guarantee for Contract Placement. Client shall approve the timecard for all hours satisfactorily performed by Judge's contractor on a weekly basis. If in Client's reasonable discretion the services are unsatisfactory Client shall notify Judge within the first forty (40) hours of service provided by the contractor. Judge shall not charge Client for unsatisfactory service provided during the first forty (40) hours and shall replace the contractor at no additional expense. After forty (40) hours of service, Client may request a change in contractor at any time for any reason and will be billed for all hours performed up to and including the date of termination of contractor's service. Upon introduction of contractor to Client, contractor shall not be employed directly or indirectly (i.e. employed as a permanent employee or through any other third party or technical service firm) by Client for a minimum of six (6) months upon completion of contract unless authorized by a Judge Representative.

Contract-to-Hire Placement Terms. In the event that Client is introduced to a candidate on assignment through Judge whom it desires to convert to permanent employment status prior to the expiration of the anticipated contract term, or six (6) months, whichever is longer, Client shall owe Judge a fee of 25% of the candidate's first year annual base salary for the placement on terms negotiated by the parties.

Payment Terms. Judge shall submit invoices to Client on a weekly basis. Client shall pay invoices within thirty (30) days after receipt thereof for all services for which Judge has a timecard evidencing the satisfactory performance of services.

IV. EXPENSES

All expenses incurred by Judge in the performance of its obligations hereunder this Agreement are its sole responsibility, including but not limited to sick time compensation and travel expenses.

V. TAXES

Judge is solely responsible for all tax payments due from it in accordance with federal, state, city, county and other local tax laws, including any applicable FICA, FUTA, SUTA or similar taxes related to the payment of its contractors' wages and Client will not be responsible to reimburse these charges to Judge.

Client shall be required under this Agreement to pay sales or administrative taxes if mandated by state or local law.

VI. PROTECTION OF CONFIDENTIAL INFORMATION.

A. For purposes of this Agreement, the term "Confidential Information" means all information that is not generally known and that: (i) is obtained by Judge and its employees and contractors from Client, or that is learned, discovered, developed, conceived, originated, or prepared by Judge or its employees or contractors during the process of providing services to the Client and (ii) relates directly to the business or assets of Client. The term "Confidential Information" shall include, but shall not be limited to trade secrets; computer software code, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of the Client that the Client may provide to the employee or contractor of Judge, or should be known by virtue of their position, is to be kept confidential.

B. DATA AND INFORMATION AND INVENTIONS

All data and information, including but not limited to any and all data and information of a technical, business or financial nature, which is generated in the performance of the services hereunder and which has been documented on any tangible media, including, without limitation, writings, drawings, sound recordings, computer programs, pictorial representations and graphs ("Client Work Product"), are, become and remain the exclusive property (including copyrights) of Client. Judge agrees that any Client Work Product, if subject to copyright, is considered

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a "work made for hire" within the meaning of the Copyright Act of 1976, as amended (the "Act"). If and to the extent that any Client Work Product is found as a matter of law not to be a "work made for hire" within the meaning of the Act, Judge agrees to assign, and by this Agreement and Judge's signature below, Judge hereby does assign to Client all right, title and interest in and to the Client Work Product, and all copies thereof, and the copyright, patent, trademark, trade secret and all other proprietary rights in the Client Work Product.

Judge shall provide Client with a true and correct, fully executed copy of the agreement between Judge and any contractor who provides services for Client, which assigns or otherwise transfers ownership of all intellectual property rights in such Client Work Product from the contractor to Judge.

VII. CLIENT FURNISHED INFORMATION AND PROPERTY

Judge and its employees and contractors agree, with respect to all data and information and property, including but not limited to equipment, models and devices, furnished by Client under this Agreement:

- A. That title to such data and information and property remains exclusively in Client.
- B. To assume all risk of loss or damage, reasonable wear and tear excepted, to such data and information and property while in Judge or its employees' or contractor's possession or control.
- C. To ensure that such data and information and property are used solely in the performance of this Agreement. Judge understands and agrees that the use of all Client-furnished information and property (including, but not limited to, information tools and methods such as those provided through the Internet, Client's Intranet and the Client Extranet) must be used for Client business purposes only. Judge further understands and agrees that Judge or its employees' use of Client computer and network resources must comply with Client regulations, applicable federal laws for interstate usage and all applicable contractual requirements imposed by Client's Internet service provider.
- D. To ensure that no lien, encumbrance, pledge or other interest whatsoever attaches to such data and information and property as a result of Judge or its employees' or contractor's acts or omissions.
- E. Except as may otherwise be provided in this Agreement, to return such data and information and property to Client upon completion of all services or termination of this Agreement.

VIII. COMPLIANCE WITH LAW

- A. **HIPAA/FERPA/HITECH Obligations:** Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student information, to include, without limitation, HIPAA, FERPA, and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.
- B. **Clearances:** Judge shall not recommend any candidate to Client who has not first obtained: (i) a criminal background check as described in Section 111 of the Public School Code; (ii) a child abuse background check in accordance with the Child Protective Services Law; and (iii) an FBI Criminal History Record. Any and all clearance and background check reports shall be provided to School upon request. Any individual for whom employment in a public school district would be prohibited by Pennsylvania law may not provide services under this Agreement.

IX. INDEMNIFICATION.

Judge shall indemnify and hold harmless Client and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the services under this Agreement, provided that any claim, damages, loss or expense is (i) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) caused in whole or in part by any negligent act or omission of Judge or a candidate, anyone directly or indirectly employed by Judge or anyone for whose acts Judge may be liable, but only to the extent such claims, damages, losses or expenses are not caused in whole by a party indemnified hereunder. Client shall promptly notify Judge in writing of any claim, loss, or damage to which this indemnity provision may apply. Nothing contained herein is, nor is it to be interpreted as, a waiver of the immunities and defenses afforded to Client under the Political Subdivision Tort Claims Act, 42 Pa.C.S. § 8541, et seq.

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X. CHOICE OF LAW; CONSENT TO JURISDICTION

- A. This Agreement, and the performance it requires, is governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law provisions. The Parties agree that any suit, action, claim or proceeding arising out of or relating to this Agreement must be instituted exclusively in the Court of Common Pleas in and for the County of Delaware, Commonwealth of Pennsylvania, and each Party hereby waives any objection which it may have to the laying of venue of any suit, action or proceeding and irrevocably submits to the exclusive jurisdiction of such court in any such suit, action or proceeding.

- B. **Waiver of Jury Trial. THE PARTIES HEREBY WAVE ANY AND ALL RIGHTS THEY HAVE TO REQUEST A JURY TRIAL AND AGREE THAT ANY SUCH SUIT, ACTION OR PROCEEDING SHALL BE BEFORE A JUDGE, PRESIDING WITHOUT A JURY.**

XI. INSURANCE

Judge shall purchase from and maintain in a company or companies lawfully licensed to do business in the Commonwealth of Pennsylvania, such insurance as will protect the Judge and Client from claims set forth below for which the Judge may be legally liable, whether such operations be by the Judge or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable, and such policy must name Client as an additional insured.

- I. Commercial General Liability Insurance: \$1,000,000 per occurrence/\$3,000,000 aggregate; and
- II. Automobile Liability: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles; and
- III. Statutory Workers' Compensation; and
- IV. Professional Liability Insurance: \$1,000,000 per occurrence/\$3,000,000 aggregate.

XII. INDEPENDENT PARTIES

Neither the making of this Agreement nor the performance of any provision hereunder constitutes either Party as the agent, employee or legal representative of the other for any purpose, nor is this Agreement to be deemed to establish a joint venture or partnership between Judge and Client or to create any relationship between the Parties hereto other than that of independent Contractors. Neither Party hereto has any right or authority to create any obligation, warranty, representation or responsibility, express or implied, on behalf of the other Party nor to bind the other Party in any manner whatsoever.

XIII. EQUAL EMPLOYMENT OPPORTUNITY

Judge and Client are committed to diversity, equity and inclusion and ensuring equal opportunity employment in compliance with applicable law, regulation and incorporated dedication to equitable recognition without conscious or unconscious bias. Judge policy prohibits discrimination of any kind (including but not limited to race, creed, color, ethnicity, national origin, religion, sexual orientation, gender identity/expression, age, veteran status, military obligations, marital status, physical, cognitive or behavioral challenge and any federal, state or local protected class). This policy applies to hiring, internal promotions, training, opportunities for advancement, and terminations and applies to all Judge employees & applicants.

XIV. SEVERABILITY

If any term or provision of this Agreement shall be found to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary by the adjudication to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

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XV. MISCELLANEOUS

- A. **Entire Agreement.** This Agreement, together with any attachments represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other agreements, written or oral, between the Parties with respect to its subject matter.
- B. **Assignment.** Neither Party shall assign its rights or obligations hereunder without the prior written consent of the other Party, which shall not be unreasonably withheld.
- C. **Survival of Termination.** All provisions of this Agreement regarding confidentiality, indemnification, or payment for services shall survive any termination of this Agreement.
- D. **Waiver.** No term or provision of this Agreement shall be waived, and no breach or default excused, unless such waiver or excuse is in writing and signed by the Party to which it is attributed. No consent by a Party to, or waiver of, a breach or default, by the other, whether expressed or implied, shall constitute a consent to or waiver of any subsequent breach or default.
- E. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute but one and the same instrument. This Agreement may be executed by facsimile signature.

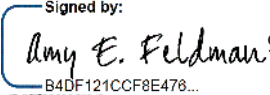
The persons signing this Agreement specifically represent that s/he is authorized to do so and that the other party may rely on such representation. Once signed, the Agreement shall remain in full force and effect between the two corporate parties, regardless of the employment status of the individual representatives of the corporate parties.

Accepted and Agreed:
On behalf of Penn Delco School District

On behalf of Judge's General Counsel's Office

 9/5/24
 Signature Date

Erik Zebley Business Administrator
 Printed Name Title

Signed by:
 9/5/2024 | 6:39 AM PDT
 B4DF121CCF8E478... Date

Amy E. Feldman General Counsel
 Printed Name Title