



## Updated Terms and Conditions for Olivia Professional Solutions

**Effective Date: September 5, 2024**

### 1. Introduction

These Terms and Conditions ("Agreement") govern the provision of services by OnCall Healthcare Staffing, LLC DBA OLIVIA Professional Solutions ("Company"), located at 10411 Motor City Dr Suite # 325, Bethesda, MD, to the client ("Client") as identified in the accompanying Service Agreement. An electronic copy of this will be sent to your email for your consent and signature.

### 2. Virtual Assistant Services

The Company connects and facilitates independent contractors located in the Philippines ("Virtual Assistants") with the Company's business professional clients to provide Virtual Assistant Services. These services include, but are not limited to, business-related office and administrative services as requested by the Client.

### 3. Fees and Payment

- **Hourly Rate:** Client shall pay the Company an hourly rate for each hour, or portion thereof rounded up to the nearest half-hour, of Virtual Assistant Services provided.
- **Billing:** Fees are billed bi-weekly for services rendered in arrears. Invoices are due three (3) days after receipt and will be paid using the Client's bank or credit card account on file with the Company.
- **Dispute Period:** Any invoice for Fees will be deemed approved in full if the Client does not notify the Company in writing within thirty (30) days of the invoice date. A link to request revisions and adjustments will be provided at the bottom of every invoice. The Company will have 72 business hours to review the request and respond with the results of the review.
- **Non-refundable Fees:** All paid Fees are nonrefundable. Client agrees not to dispute any bank or credit card charge after thirty (30) days from payment.
- **Late Payment:** If the Charges are not paid within 30 days of the invoice, the Company will impose a \$150 late fee. We will make every effort to work with the



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client to facilitate payment. However, if charges remain unpaid after 60 days and there is no indication of intent or willingness to pay, the Company may pursue all available legal remedies. Additional attorneys' fees and collection costs will be chargeable to the Client.

### 4. Automatic Rate Increase

To account for rising costs, the hourly rates for services will automatically increase by \$1.00 per hour annually. This increase allows the Company to continue providing high-quality services and ensures fair compensation for Virtual Assistants. Clients agree to this minimum annual increase for each Virtual Assistant on their anniversary date with their client.

### 5. Compliance and Accuracy

- **Independent Contractors:** Virtual Assistants are not employees of the Company, and the Company is not an employee of the Client.
- **Client Responsibilities:** Clients are responsible for complying with all applicable laws, rules, regulations, and codes. Clients must ensure that Virtual Assistants are also in compliance with these laws.
- **HIPAA Compliance:** The Company does not access any protected client information and is not required to enter into any business associate agreement. Clients must arrange such agreements with their Virtual Assistants directly.

### 6. Termination

Either Party may terminate this Agreement at any time after the initial three (3) months for any reason upon two (2) weeks' notice to the other Party. Upon termination, unpaid Fees for Virtual Assistant Services previously provided shall be due and payable in full.

### 7. Limitation of Liability

The Company is not responsible for the acts or omissions of the Virtual Assistants. In the event of a breach, the maximum liability of the Company shall be three (3) times the



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amount of the fees paid or due for services rendered during the thirty (30) days prior to the occurrence giving rise to the liability. Under no circumstances shall the Company be liable for special, indirect, incidental, consequential, exemplary, lost profits, or punitive damages.

### **8. Independent Contractor Relationship**

The relationship between the Company and the Client, and between the Company or Client and the Virtual Assistants, is that of independent contractors. Nothing in this Agreement shall create an employment, agency, partnership, or joint venture relationship.

### **9. Non-Solicitation**

During the term of this Agreement and for one (1) year after termination, Client shall not solicit for hire or hire any Virtual Assistant associated with the Company without the Company's written consent. In the event of a breach, Client shall pay the Company a hiring away fee of \$15,000.

### **10. Non-Competition**

During the term of this Agreement and for one (1) year thereafter, Client shall not engage in any business or activity that competes with the Company's business.

### **11. Dispute Resolution**

In the event of a dispute, the Company will attempt to facilitate a resolution. If the dispute cannot be settled through negotiations within 30 days, the parties agree to settle the dispute by mediation administered by the American Arbitration Association before resorting to arbitration.

### **12. Miscellaneous**

- **Notices:** All notices must be in writing and delivered to the addresses set forth in the Service Agreement.



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- **Assignment:** Neither Party may assign this Agreement without the consent of the other Party.
- **Governing Law:** This Agreement shall be governed by the laws of the State of Maryland.

### 13. VA Paid Time Off (Optional)

The Client has the option to offer PTO either at the 6-month mark or at the 1-year mark. The Client will provide the Virtual Assistant with a minimum of five (5) days of accrued paid time off per year. Olivia Professional Solutions will track PTO hours. Any unused PTO hours will NOT be converted to cash at the end of the calendar year.

Alternatively, the Client may choose NOT to provide PTO to their Virtual Assistant.

### 14. Lunch Break

Virtual Assistants are entitled to a lunch break as follows:

- 30-minute lunch break (Paid/Unpaid)
- 60-minute lunch break (Paid/Unpaid)

### 15. Hiring Away Fee

If the Client chooses to employ Olivia Professional Solutions' Virtual Assistant directly, a fee of \$15,000 is payable to the Company.

### Addendum A: Fee Schedule and Terms

- **Set-Up Fee for New Virtual Assistants:** \$250.00 (non-refundable)
- **Initial Deposit:** Equal to two weeks' service fee
- **Automatic Rate Increase:** \$1.00 per hour annually
- **Payment:** Invoices due three (3) days upon receipt
- **Late Fee:** \$150 if not paid after 30 days



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- **PTO: \*OPTIONAL\*** Accrued Five (5) days per year after six (6) months or one (1) year of service.
- **Minimum Commitment:** Three (3) months
- **Early Termination Fee:** 50% of all remaining fees

### Payment Authorization Form

Schedule your payment to be automatically deducted from your payment method of choice. Complete and sign payment authorization form.

### Terms & Conditions

Changes to account information must be provided in writing at least 21 days prior to the next due date. Payments due on weekends or holidays will be executed on the next business day. A return item charge may be assessed for each returned ACH debit.

**All other terms and conditions of the original service agreement not mentioned here remain in full effect.**

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For any questions or further information, please contact us at [clientservices@oliviapros.com](mailto:clientservices@oliviapros.com)

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