STAFFING AGREEMENT

This Personnel Staffing and Recruitment Services Agreement (hereinafter "Agreement") is entered into between **East Penn School District** (hereinafter "Client") and **General Healthcare Resources, LLC d/b/a GHR Education** (hereinafter "GHR"), effective date of signature.

Because GHR is in the business of recruiting employees (hereinafter "Personnel") and referring them to work with Clients throughout the United States and because the Client may be in need of Personnel to staff the Client or Clients (see attached for a complete listing of Clients covered by this agreement if applicable), therefore, the Client and GHR do hereby agree as follows:

SCOPE OF WORK

Client from time to time may need assistance from GHR to source and place contract academic professionals, or Personnel, on contract assignments, including, but not limited to, clinical and non-clinical personnel. These can include, but is not limited to paraprofessionals, teachers, teaching assistants, nurses, counselors, teachers' aides, psychologists, therapists (including SLP, PT, PTA, OT and COTA), as well as other academic professionals as they are needed.

GHR's DUTIES

1. To provide Personnel, who are employed by GHR to the Client to function as staff for the Client. In no way are GHR employees affiliated with Client, and at all times are under the sole employment of GHR. GHR employees are not eligible for Client benefits, including but not limited to, Pension and Health Insurance policies.
2. To provide Personnel, to fill the specific position(s) and shift(s) that the Client requires and indicates.
3. GHR will follow all Federal and State specific Department of Education guidelines and requirements and will provide all documentation and clearances prior to start date.
4. To provide Professional Malpractice and General Liability Insurance in the minimum amount of One Million Dollars ($1,000,000.00) per occurrence, Three Million Dollars ($3,000,000.00) in the annual aggregate and Workers' Compensation in at least the minimum amount required under applicable State law for all supplemental Personnel provided by GHR to Client under this Agreement. Client acknowledges that GHR's Professional Liability Insurance Policies are written on a "claims made" basis. GHR shall continuously maintain such insurance during the term of this Agreement.
5. To verify United States citizenship and maintain all documents required by the Immigration and Control Act of 1986.
6. General Healthcare Resources, LLC is an Affirmative Action/Equal Opportunity Employer. In connection with the performance of work under this Agreement and in accordance with all applicable civil and state laws, not to discriminate against any employee or applicant for employment because of race, color, religious creed, disability, marital status, ancestry, national origin, sexual orientation, age, sex, veteran status, genetic predisposition, or any other class protected by law. GHR shall comply, and shall ensure that GHR's employees and independent contractors comply, with Client's nondiscrimination policies and procedures and all applicable Federal and State laws and regulations in the performance of its duties under this Agreement.
7. GHR hereby represents and warrants that it is not now, and at no time has been, excluded from participation in any Federal healthcare programs, including Medicare and Medicaid. GHR agrees to immediately notify Client of any threatened, proposed, or actual exclusion from participation in any Federal healthcare program, including Medicare and Medicaid.
8. To assign a GHR representative to be available to Client for consultation as needed.
9. Following receipt of Client's documentation of unsatisfactory performance or conduct, GHR agrees to dismiss or reassign any Personnel. Nothing herein shall interfere or abridge Client's right to immediately suspend and/or terminate any Personnel for any reason associated with unsatisfactory performance or violation of any Client rule or regulation that has been previously provided to GHR.
10. HIPAA Policy - As a Business Associate of the Client, GHR acknowledges and assures that it maintains a HIPAA Policy with each of its employees, and each of GHR's agents, representatives, officers and employees will comply with GHR's HIPAA Policy, and shall agree to safeguard each patient's medical information according to GHR's policies.
11. FERPA AND HIPAA – GHR shall observe any and all requirements that may pertain to FERPA or HIPAA as it relates to student records and shall comply with Client's policies, state, and federal law regarding the same. To the extent required by law, GHR shall protect the privacy and provide for the security of Protected Health Information (PHI) disclosed to GHR as the result of providing services pursuant to this Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations promulgated thereunder by the United States Department of Health and human Services. GHR may use and/or disclose PHI received by GHR solely for the purposes of providing the services pursuant to this Agreement, and GHR shall not use or further disclose Client's PHI other than as permitted or required by this Agreement or as required by law. GHR shall use appropriate safeguards to prevent uses or disclosures of Client's PHI that are not provided for in this Agreement, and GHR shall maintain a comprehensive written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of GHR's operations and the nature and scope of its activities so as to protect PHI and student-protected FERPA information.

12. Privacy and Confidentiality Policy – GHR is committed to maintaining the privacy, confidentiality and security of personal and other sensitive information of Client. This includes online privacy and appropriate physical security of records and security safeguards for computer and network systems. This policy applies to all business information regardless of format or how it is collected, stored or recorded.

CLIENT's DUTIES

1. To notify GHR of the number of Personnel needed by the Client, the proposed starting date for Personnel and the job description and applicable responsibilities for any requested Personnel.
2. To notify an appropriate GHR representative immediately and provide in writing, evidence of unsatisfactory performance or misconduct of Personnel provided by GHR.
3. Client agrees to provide GHR with written notice of any employee related incident within 24 hours of any specific occurrence involving any of GHR's employees. Once written notification has been provided to an appropriate GHR contact; Client will be contacted by GHR's Director of Human Resources to discuss what measures will be taken to resolve any immediate issues or address any future concerns.
4. All amounts payable by Client are due within forty-five **(45)** days from the invoice date as stated on the applicable GHR invoice for which services were rendered without deduction or setoff. Client agrees to notify GHR within 24 hours of any invoice discrepancies and not to short pay any GHR invoice unless agreed upon in writing by both parties. Should Client default on this agreement GHR shall have the right to impose a finance charge equal to 10% of the outstanding balance and Client agrees to pay for all costs and legal fees associated with GHR's collection efforts, until the entire debt has been paid in full to GHR.
5. Provide GHR signed timecards by an authorized representative of the Client each Monday morning by 9:00AM or agree to participate in using GHR's automated biometric time clock system.
6. Agree to compensate GHR for services rendered as established in all signed attachment(s).
7. Provide GHR's employees with the necessary and sufficient direction, information and orientation to assure each employee's ability to perform its duties in a safe manner and to the Client's satisfaction.

MISCELLANEOUS PROVISIONS

1. **Indemnity**

   Client agrees to indemnify, defend and save GHR harmless from, against, for and in respect of all claims, actions, damages, losses, liabilities, deficiencies or judgements ("Claims"), including, but not limited to, reasonable attorney's fees and other costs and expenses incident to any suit, investigation, claim or proceeding, which are suffered, sustained, incurred or required to be paid by GHR and are caused by any breach of this Agreement by Client or arising out of Client's performance of its obligations under this Agreement. Notwithstanding this indemnification, nothing shall require Client to indemnify GHR for any Claims that arise or accrue as a result of the negligent, willful, or intentional conduct of GHR, its agents, or employees.

   GHR agrees to indemnify, defend and save Client harmless from, against, for and in respect of all claims, actions, damages, losses, liabilities, deficiencies or judgements ("Claims"), including, but not limited to, reasonable attorney's fees and other costs and expenses incident to any suit, investigation, claim or proceeding, which are suffered, sustained, incurred or required to be paid by Client and are caused by any breach of this Agreement by GHR or arising out of GHR's performance of its obligations under this Agreement. Notwithstanding this indemnification, nothing shall require GHR to indemnify Client for any Claims that arise or accrue as a result of the negligent, willful, or intentional conduct of Client, its agents, or employees.

2. **Contract Term**

   This Agreement shall be in effect from the date of its execution for a minimum period of one (1) year and continues until it has been terminated by either party, giving thirty (30) days written notice of such termination to the other party.

3. **Notices**

   Any notice or other communication by either party to the other will be in writing and will be deemed to have been given when hand delivered, sent by nationally-recognized overnight delivery service, or mailed, postage prepaid, registered or certified mail, addressed as follows: General Healthcare Resources, LLC, 2250 Hickory Road, Suite 240, Plymouth Meeting, PA 19462, Attn: Controller.

4. **Access to Books, Documents and Records**

   For a period of four years after the expiration or termination of this Agreement, GHR shall make available, upon request from the Secretary of Health and Human Services, the Comptroller General of the United States or any of their duly authorized representatives, this Agreement and books, documents and records of GHR that are necessary to verify the nature and extent of the costs of the services provided hereunder by GHR, in accordance with applicable United States government regulations in effect from time to time.

5. **Confidential Information**

   Both parties shall comply with all federal and state laws and regulations and with all bylaws, rules, regulations regarding the confidentiality of patient related information.

6. **Assignment; Parties Bound**
Client may not assign this Agreement or its rights or obligations hereunder without the prior written consent of GHR. GHR may assign this Agreement and its rights and obligations to a third party, including in connection with (i) an assignment to GHR's parent corporation, GHR Acquisition, LLC ("Parent') or any of its subsidiaries or affiliates or (ii) an assignment to a third party who acquires all or substantially all of Parent's assets whether through purchase, merger or otherwise. Upon any valid assignment, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

7. **Remedies For Nonpayment**
If the Client does not pay GHR through no fault of GHR, within seven (7) days from the time payment should be made as provided in this Agreement, GHR may, without prejudice to any other available remedies, upon seven (7) additional days' written notice to the Client, stop the Work of this contract until payment of the amount owing has been received. The compensation due shall, by appropriate Modification, be increased by the amount of the GHR's reasonable costs of demobilization, delay, remobilization, late fees and counsel fees.

8. **No Waiver**
The waiver by either party of any breach or violation of any provision of this Agreement will not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or any other provision hereof.

9. **Workers Compensation**
The Client's obligation to defend, indemnify and hold GHR harmless shall not be limited or restricted by the amount or type of damages, compensation or benefits payable under any workers' compensation, disability benefit or other employee benefit acts. Said obligation to indemnify and defend GHR includes, but is not limited to, claims wherein Client is required to indemnify GHR from liability for GHR's alleged acts and/or negligence which result in harm to the Client or agents, employees, officers and representatives of the Client. In such event, the Client waives the protections of the Workers' Compensation Act.

10. **Waiver of Subrogation**
To the extent permitted by law, Client waives all rights of recovery or Subrogation and all claims against GHR and its agents, servants, representatives, employees and officers to the extent those claims are covered by Insurance obtained, whether or not those claims are out of the negligence, strict liability or other actions or inaction's of GHR or its agents, servants, representatives, employees and officers.

To the extent permitted by law, GHR waives all rights of recovery or Subrogation and all claims against Client and its agents, servants, representatives, employees and officers to the extent those claims are covered by Insurance obtained, whether or not those claims are out of the negligence, strict liability or other actions or inaction's of Client or its agents, servants, representatives, employees and officers.

11. **Limitation of Liability**
With the exception of the parties' indemnification obligations set forth above, in no event, including, without limitation, negligence or any other theory of liability, shall GHR, its subsidiaries, attorney's, affiliates, agents, officers, directors, employees, partners, or suppliers be liable to the Client, its employees, agents, officers, directors, employees or partners, or any third party for any special, punitive, incidental, indirect, exemplary or consequential damages of any kind.

With the exception of the parties' indemnification obligations set forth above, in no event, including, without limitation, negligence or any other theory of liability, shall Client, its subsidiaries, attorney's, affiliates, agents, officers, directors, employees, partners, or suppliers be liable to GHR, its employees, agents, officers, directors, employees or partners, or any third party for any special, punitive, incidental, indirect, exemplary or consequential damages of any kind.

12. **Section Headings**
The section headings in this Agreement are for convenience only and will not affect its interpretation.

13. **Entire Agreement**
This Agreement and all attachments and exhibits set forth all of the promises, covenants, agreements, conditions and undertakings between the signing parties with respect to the subject matter of this Agreement, and shall supersede all prior written or oral understandings between the Client and GHR.

14. **Survival**
Client's obligations pursuant to Articles 1 and 6 shall survive the termination of this Agreement.

15. **Governing Law; Venue**
This Agreement and all of the rights and obligations of the parties hereto will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas. The parties hereto agree that Harris County, Texas, will be the proper place of venue for suit on or in respect of this Agreement.

16. **No Construction Against Drafter**
No inference in favor of or against either party to this Agreement shall be drawn from the fact that such party has drafted any portion of this Agreement.

17. **Execution**
This Agreement may be executed in counterpart and delivered by facsimile or email pdf and same shall, when taken together, constitute a good, binding and fully executed Agreement properly delivered.

In consideration of the mutual promises set forth herein, both parties do adopt this Agreement.

East Penn School District **800 Pine St.** **Emmaus, PA 18049**	**General Healthcare Resources, LLC** **d/b/a GHR Education** **2250 Hickory Road, Suite 240** **Plymouth Meeting, PA 19462**
Signature	**Signature**
Print	**Print**
Title	**Title**
Date	**Date**

ATTACHMENT
SCHOOL STAFFING FEE SCHEDULE

1. **Client agrees to pay GHR fees as follows:**

NURSING	RN	LPN
Hourly Rate	**$53.00**	**$43.00**

EDUCATION	Para
Hourly Rate	**$22.00**

THERAPY	PT	OT	SLP
Hourly Rate	**$76.00**	**$76.00**	**$78.00**

- Overtime: time and one-half for all hours worked by GHR employee over forty (40) hours in any given week.
- Mandatory In-service days, orientations, or professional development days will be billed at standard rate.

2. **Cancellations**
Client agrees to provide GHR with at least two (2) hours prior notification before canceling any previously confirmed per diem assignment. Cancellations of any per diem assignment with less than the requested prior notification to GHR, will result in a two (2) hour charge to Client at the appropriate scheduled rate. Client also agrees to provide GHR two (2) weeks' prior notification before canceling any ongoing or contract assignment. Cancellations of any ongoing or contract assignment with less than the requested prior notification to GHR, will result in a two (2) week charge to Client at the appropriate scheduled rate. If a shift is cancelled during an ongoing or contract assignment, GHR will bill the client the total hours of the scheduled shift.

3. **Direct Placement Policy**
In consideration of GHR's efforts to locate and assign Personnel under this Agreement, Client agrees not to employ any Personnel referred by or scheduled through GHR for a period of one year from referral, receipt of resume, shift confirmation, or last date worked at Client through GHR without first paying GHR a direct placement fee. Upon hiring any of GHR's Personnel, Client agrees to pay GHR the following fee schedule within thirty (30) days of candidate's start date, including all applicable state taxes, unless Client is tax exempt and provides a valid exemption certificate.

- **All Positions -** 22.5% of first year's annual compensation at Client, including any shift differentials, and sign on bonuses.

Any Personnel hired by CLIENT solely for direct placement through a GHR referral shall be guaranteed for a period of thirty (30) days from their start date. Should any GHR referred Personnel terminate employment for just cause or become terminated for just cause within the first thirty (30) day period, GHR will replace the Personnel free of charge within sixty (60) days or refund 100% of the placement fee.

4. **Transitional Placement Policy**
Client has the option of hiring GHR's Personnel that have previously worked or who are currently working at Client through GHR for a waived placement fee. In order to qualify for a waived placement fee, GHR Personnel must have worked a minimum of 1,000 hours within the last twelve months through GHR at Client. A reduced placement fee of 5% will apply for all other positons after 1,000 hours worked within the last twelve months through GHR at Client. Client must also provide immediate notification of intent to hire to an appropriate GHR contact, providing at least fifteen (15) days prior notification to GHR before canceling any of Personnel's current assignments, and before offering any of GHR's Personnel employment at Client.

Signature	**Signature**
Print	**Print**
Title	**Title**
Date	**Date**