



ARDOR Health Solutions

The Healthcare Staffing Source

5830 Coral Ridge Drive Suite 300 Coral Springs, FL 33076

STAFFING AGREEMENT

This **Staffing Agreement** ("Agreement") is effective as of the 20 day of July, **2018** ("Effective Date") and is made by and between **All Source Recruiting Group, Inc.** a Florida Corporation, d/b/a Ardor Health Solutions ("**Ardor**") located at 5830 Coral Ridge Drive, Suite 300, Coral Springs, FL 33076, and **Sylvan Union School District** ("**Client**") A School District located at 605 Sylvan Ave, Modesto, CA 95350.

RECITALS

Ardor is engaged in the business of, recruiting, employing, and providing on a supplemental staffing basis; and recruiting and placing on a direct hire basis, physical therapists, physical therapy assistants, occupational therapists, certified occupational therapy assistants, speech language pathologists, specialist in school psychology and rehab managers (collectively, "Healthcare Professionals") to provide healthcare services for the Client (the "Ardor Services");

Client operates medical facilities, health care or school systems that from time to time have the need for Healthcare Professionals on supplemental staffing basis for temporary assignments that range in length from 4 weeks to 42 weeks (each an "Assignment") or on a direct hire basis for employment by the Client ("Direct Hire"). Assignments and Direct Hire employment are collectively referred to as, "Placements"; and Ardor is willing to provide the Ardor Services to the Client in accordance with the terms and conditions of this Agreement.

In consideration of the foregoing and the mutual promises set forth in this Agreement and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledge, the parties hereto intending to be legally bound agree as follows:

1. **Services.** During the terms of this Agreement from time to time Client may request the assistance of Ardor to fill opening for Assignments or for Direct Hire positions. The Parties have agreed that all such openings will be filled in accordance with the fee schedule and Client requirements attached hereto and made a part hereof as Attachment A. Such Attachment A may be amended from time to time by Ardor upon 30 day's prior written notice to Client. If Client continues to request and accept Placements from Ardor after the notice period, the new terms of the amended Attachment A shall apply to such Placements and shall be deemed attached hereto and made a part hereof and subject to the remaining terms and conditions of this Agreement.

2. **Ardor Obligations.** During the term of this Agreement Ardor shall:

A. At the request of Client, recruit qualified Healthcare Professional applicants ("Candidates") to provide to Client for consideration for a Placement at the Client.

B. Provide the Client with such information as Ardor can reasonably obtain from each respective Candidate for submittal to the Client for its consideration of the Healthcare Professional for the Placement. Such information, depending on the nature of the Placement may include: Candidate's resume, employment application, applicable skills checklists, references, and employment evaluations.

C. Once a Candidate has been selected by the Client for Direct Hire, Ardor will assist the Client in negotiating a salary, and provide Client with such other assistance as Client may reasonably request to facilitate the Candidate's start date as a Client employee.

D. Once a Candidate has been selected by the Client for an Assignment, a Candidate Confirmation Form ("Confirmation Form") in the form of Attachment B hereto will be prepared and once completed and signed by the Client, such form will be deemed attached hereto and made a part hereof as an Attachment B. Each Attachment B deemed attached hereto shall be subject to the terms and conditions of this Agreement.

E. Once there is a signed Confirmation Form for the Assignment Ardor will:

(1) Provide the Client with the following information regarding the Healthcare Professional assigned:

- a. Verification of Current Professional State License;
- b. Annual skills inventory;
- c. Proof of a satisfactory score on a competency examination;
- d. Current CPR Certification (if specifically required by the Client);
- e. Annual education, including, but not limited to the following:
 - i. Fire and safety;
 - ii. Universal precautions/OSHA standards;
 - iii. Infection control;
 - iv. Patient rights;
 - v. Cultural diversity;
 - vi. HIPAA;
 - vii. National Safety Goals.
- f. Criminal background check/statement as to non-exclusion from federal/state reimbursement programs;
- g. Results of a ten (10) panel drug screen;
- h. Health screening;
- i. Annual TB skin test or screening;
- j. Hepatitis B vaccination, titer or waiver;
- k. All other medical screenings as required by state/federal law or regulation.

(2) Maintain professional liability insurance coverage for each Healthcare Professional while on Assignment in the amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate and provide Client with a current Certificate of Insurance that such coverage is in full force and effect.

(3) Serve as the employer of all Healthcare Professionals while on Assignment to the Client and assume direct responsibility for the payment of wages, federal and state income tax withholding, social security tax withholdings, unemployment insurance, workers' compensation, ensure that the Healthcare Professional is authorized to work in the United States, check references, and such other obligations imposed by federal, state and local law, and facilitate housing and utilities for each Healthcare Professional placed on Assignment.

(4) Provide benefits as required under the Affordable Care Act, as same may be amended or superseded, to eligible Healthcare Professionals.

(5) Provide Healthcare Professional with information regarding reporting of workers' compensation and other incidents, universal precautions for every patient receiving care, and training regarding signs, labels and color coding using to identify bio hazardous material.

F. Ardor will endeavor to provide Healthcare Professionals to Client for Assignments or on a Direct Hire basis each time the Client requests a Placement; however, nothing herein contained shall require Ardor to fill all Placement requests nor does anything contained herein prevent Ardor from providing the same or similar services to other clients in the same business as Client.

3. **Client Obligations.** Client shall during the Term of this Agreement:

A. Notify and keep Ardor current on any and all staffing needs and/or changes regarding particular Placement requirements. In the event that Client desires to reassign a Healthcare Professional on an Assignment to a unit or location to which the Healthcare Professional was not originally assigned, Client will advise Ardor prior to any reassignment and ensure that such reassignment is made to a unit that is within the scope of the Healthcare Professional's clinical expertise, and to which the Healthcare Professional has been fully oriented.

B. With respect to Healthcare Professionals placed on an Assignment at Client, Client will:

(1) Accept Healthcare Professional after selection by Client for an Assignment as set forth in the applicable Confirmation Form.

(2) Validate the identity of all Healthcare Professionals referred hereunder prior to the commencement of that Healthcare Professional's first scheduled shift on an Assignment.

(3) Provide Healthcare Professionals with general and unit specific orientation as deemed appropriate by the Client for each Assignment, including any site-specific Occupational Safety and Health Administration training as required per OSHA policy and any facility specific orientation to safety and emergency response protocols including those related to blood borne pathogens. Orientation will be considered as contractual hours worked by the Healthcare Professional. Comply with all OSHA and other applicable federal, state and local safety and other laws, rules, and regulations including as they related to any Healthcare Professional while on Assignment to Client.

(4) Provide Healthcare Professional with specific information about Client's exposure control plan, work practices, and Client procedures to follow should an exposure to blood borne pathogens occur while at Client including information regarding where the Personal Protective Equipment used to protect against blood borne pathogens is located; and provide such equipment free of charge to the Healthcare Professional.

(5) Assume professional and administrative direction and control on a daily basis for all services rendered by Healthcare Professional and responsibility to the extent Healthcare Professional follows Client's directives.

(6) Work with Ardor to provide ongoing observation of job competence and periodic review of performance of the Healthcare Professional while on an Assignment to Client. Client acknowledges and agrees to conduct direct observation of the competency for Healthcare Professional while on Assignment to Client; and Client agrees to immediately notify Ardor of any and all deficiencies noted by Client during such observation.

(7) Make available any on-going educational programs and/or training which it offers or provides to its staff to any Healthcare Professional on Assignment at Client.

(8) Immediately notify Ardor and provide written documentation of any unsatisfactory performance, unexpected incidents, including errors, unexpected deaths, and other events, injuries (staff or patient), safety hazards, related to the care or services provided by any Healthcare Professional during his/her Assignment with Client.

(9) Make responsible an authorized representative of Client to approve and transmit Healthcare Professional's hours worked on the Assignment each week to Ardor in the agreed method and prior to the end of the appropriate reporting day. Client acknowledges that the hours transmitted are the basis for the payment by Ardor to the Healthcare Professional. Client will not request Healthcare Professional to work off the clock hours.

(10) Upon receipt of an invoice, Client shall promptly pay Ardor for all Ardor Services including the hours worked by the Healthcare Professional on Assignment at the Client during the time period of the invoice as indicated on the Client approved time record.

(11) Refrain from, except through Ardor, directly or indirectly, recruiting, hiring or otherwise employing or using any Healthcare Professional assigned to Client or whom the Client became acquainted with due to the introduction to him/her by Ardor or as a result of the information provided by Ardor about the Healthcare Professional.

(12) To the extent permitted by law exclude Healthcare Professionals from its benefit plans, policies, and practices, and not make any offer or promise relating to any Healthcare Professional's compensation, benefits, or employment status.

C. With respect to Healthcare Professionals referred to Client for Direct Hire:

(1) Client is responsible for all credentialing, orientation, and other employment requirements once the Candidate is selected by Client for an employment offer.

(2) Client will promptly remit payment for Direct Hire services rendered by Ardor.

4. **Term and Termination:**

A. The term of this Agreement shall be one (1) year, commencing on the Effective Date, and will automatically renew each year, on the anniversary date, unless terminated by either party in writing at least sixty (60) days prior to the anniversary date or unless or until otherwise terminated as provided herein.

B. Either party may terminate this Agreement within sixty (60) days prior written notice to the other party.

C. Notwithstanding the foregoing, a party may immediately terminate or suspend performance under this Agreement in whole or in part, or any Assignment under this Agreement, at any time in the event of a material breach of this Agreement by the other party (including non-payment by the Client) or a violation of any federal, state, county or local law, statute or ordinance by the breaching party, its employees, agents, or subcontractors. If terminated, or suspended such action shall be effective immediately upon written notice by the breaching party.

given in accordance with this Agreement from the non-breaching party stating the nature of the breach or the violation and the action taken.

D. Except as otherwise specifically provided in this Agreement, neither party shall be entitled to any compensation or claim for goodwill or other loss, cost or expense, which either of them may suffer, or claim to have suffered, by reason of termination of this Agreement, an Assignment; or suspension of services regardless of the reason for such action.

E. Upon expiration, termination, or suspension of any Assignment or this Agreement for any reason by either party, Client shall immediately pay upon receipt of the invoice all monies due to Ardor for services rendered by Ardor and the Healthcare Professional and related approved expenses incurred through the effective date of expiration, termination, or suspension. Further, to the extent that Healthcare Professional(s) continue to work at the Client to complete an Assignment after termination, expiration or suspension of the Agreement, the Client shall be obligated to continue to make payment for all such work and expenses in accordance with the provisions of this Agreement.

F. Notwithstanding anything contained herein to the contrary, for thirteen (13) week Assignments, Client agrees to provide Ardor in writing at least thirty (30) days prior notice if it intends to terminate an Assignment at any time before its originally scheduled end date. If Client terminates an Assignment prior to the original completion date without providing at least thirty (30) days written notice, Client will pay for all unbilled and/or pre-paid services including, but not limited to, housing expenses, all insurances, travel reimbursements to the Healthcare Professional, license reimbursements to the Healthcare Professional, per-diem pay, car allowance and costs associated with car rentals for the employee, and all out of pocket expenses incurred by the Ardor or the Healthcare Professional including the fees that would have been due from the Client during the thirty (30) day period based upon eight hours (8) per day and a forty hour (40) work week. If the Client provides thirty (30) days prior written notice it will only be billed for the hours actually worked and no additional fees or charges will be charged.

G. Client, in its sole discretion, may terminate an Assignment immediately for "Cause" and require the Healthcare Professional to leave the premises without prior notice. However, Client will notify Ardor in writing within twenty-four (24) business hours of any such dismissal. "Cause" is defined as any violation of Client policies, insubordination, incompetence, poor attendance, poor performance, failure of Healthcare Professional to maintain proper licensure or any violation of the drug abuse policy or any act of omission by the Healthcare Professional which has an adverse impact on the Client. Ardor will not reassign Healthcare Professional to Client without the Client's specific authorization. Notwithstanding the foregoing, prior to the termination, if it is not for patient care, theft or fraud, Client will provide Ardor the opportunity to counsel the Healthcare Professional and if within twenty-four hours (24) there is an improvement there will be no termination.

5. Indemnification.

A. Ardor agrees to indemnify, defend and hold harmless Client, its directors, officers, employees, and agents from and against any and all claims, suits, damages, fines, judgments, penalties, liabilities, costs and expenses (including reasonable attorney fees, court costs and advancements of counsel) incurred, paid or suffered by Client, which result or rise out of any claim by a third party for an act or omission by Ardor or any of its directors, officers, employees or agents in providing Services as set forth I under this Agreement. . Provided however, Client is not entitled to indemnification for its own acts or omissions or that of its agents, servants, or employees unless such act or omission was taken as a result of the direct instructions of Ardor.

B. Client agrees to indemnify, defend and hold harmless Ardor its current and former directors, officers, employees, and agents from and against any and all claims, suits, damages, fines, judgments, penalties, liabilities, costs and expenses (including reasonable attorney fees, court costs and advancements of counsel) incurred, paid or suffered by Ardor, which result or arise out of any claim, act or omission by Client or any of its directors, officers, employees, or agents including other vendors pertaining to services under this Agreement. Provided however, Ardor is not entitled to indemnification for its own acts or omissions or that of its agents, servants, or employees unless such act or omission was taken as a result of the direct or indirect instructions of the Client.

C. In connection with the above indemnification obligations the Client acknowledges that as between it and Ardor, Client is responsible for training, patient quality control and on-site supervision of Healthcare Professionals.

D. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, INCLUDING FOR INDEMNIFICATION FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY, OR OTHERWISE) EXCEPT FOR FEES RELATED TO THE TERMINATION OF AN ASSIGNMENT WITHOUT THE REQUIRED NOTICE.

E. The provisions of this Paragraph shall survive the expiration or termination of this Agreement.

6. Fees

A. Fees will be billed in accordance with the Confirmation Form applicable to the particular Assignment.

B. The School District will not be required to make payment for lunch, break time, sick time, or Holidays. Ardor Health Solutions agrees to follow the school calendar holidays days off, early student release days, Professional development days and emergency school closings. Overtime will be billed in accordance with applicable state and federal laws and Client will be billed the applicable legal premium rate. Holiday and call back rate to be billed at same rate as overtime. (Call back subject to a minimum of two (2) hours call back). Paid holidays are Labor Day, Memorial Day, July 4th, Christmas Day, Thanksgiving Day and New Year's Day. The total hours per week will be guaranteed in the individual's Candidate Confirmation.

C. Invoices are generated from weekly timesheets, signed and approved by Client supervisor, and mailed weekly with the Invoice. Client shall pay each invoice within thirty (30) days from date of the invoice. Client further agrees to pay a 1-1/2% per month (or if less, the maximum rate permitted by applicable law) service charge on any invoice balances over thirty (30) days old. In the event any invoice gets turned over to collection, whether or not litigation become necessary, Client shall be responsible for all invoices, service charges, collection and other fees, interest, court costs, reasonable attorneys' fees paid to any third party by Ardor for collection. In the event of breach by Client of the thirty (30) day payment terms Ardor reserves the right to remove the Healthcare Professional from the Assignment to the Client and Client will pay Ardor for the remaining unfilled term of the Assignment. The amount due will be based on the Assignments original end date multiplied by eight (8) hour work days' times the agreed hourly bill rate.

7. **Conversion and Non-Solicitation.**

A. Healthcare Professionals are unique and valuable assets of Ardor and Ardor expends significant time and money in recruiting, screening, testing, training, reference checking, marketing and other business activities to locate and maintain qualified Healthcare Professionals for assignment to its clients.

B. If a "Client Entity" directly or "Indirectly" uses the services of any Healthcare Professional as its direct employee, as an independent contractor, or through any person or firm other than Ardor during or within two (2) years after the end of any Assignment of that Healthcare Professional to Client, Client must notify Ardor and (1) continue the Healthcare Professional's Assignment until the Healthcare Professional has worked 2 full school year assignments of 80 fulltime weeks (3000 hours) for Client through Ardor; or (2) pay Ardor a fee for its loss of services of the Healthcare Professional ("Conversion Fee") of 20% of the Healthcare Professional's annualized base salary. If the Healthcare Professional becomes a direct employee of a Client Entity after completing 80 fulltime consecutive work weeks (3000 consecutive hours) as an Ardor employee on Assignment to Client no Conversion fee is due, the Conversion Fee applies separately to each Healthcare Professional placed on Assignment to Client. A Healthcare Professional's hours are not transferable or combinable with other Healthcare Professionals.

C. For purposes of this Agreement, "Client Entity" includes the Client and its parent, subsidiaries, affiliates, successors and permitted assigns. "Indirectly" for purposes of this Agreement means acting through an intermediary or series of intermediaries such as the use of or contract with third parties (i.e. other staffing firms, affiliates, etc.) specially to accomplish a task which Client Entity is prohibited from doing directly.

D. (1) If Client Entity uses directly or Indirectly the services of a Candidate referred for an Assignment or Direct Hire (other than through Ardor) within two (2) years after the individual was referred or introduced to Client by Ardor, Client shall pay Ardor a placement fee of 20% of the Candidate's annualized base salary. Acceptance of referrals and/or use directly or indirectly by a Client Entity of Candidates referred by Ardor is considered Client's agreement to pay the fee to Ardor as provided above.

(2) Ardor guarantees all Direct Hire Candidates for a period of thirty (30) days from their start date with the Client. Should any Direct Hire Placement resign or be terminated for any reason other than a low census, corporate layoff, bankruptcy, downsizing or lack of work during the first thirty (30) days of employment by the Client, then a free search will be conducted by Ardor to replace that Candidate, or a pro-rated refund will be issued to the Client, at Client's option.

E. Fees due Ardor under this Paragraph are due and payable immediately on the date that a Client Entity directly or Indirectly uses the services of a Healthcare Professional or Candidate referred by Ardor other than through Ardor.

F. The provisions of this Paragraph shall survive the expiration or termination of this Agreement.

8. **Relationship.**

A. Ardor and Client are independent contractors with respect to each other and nothing contained in this Agreement shall be construed to create the relationship of partners, joint ventures, agents or representatives of each other and neither shall have any authority to bind the other in any contractual arrangement. Ardor's relationship to Client under this Agreement is that of an independent contractor.

B. The Healthcare Professionals are not employees or agents of Client. Client is solely responsible for meeting its goals for profits, costs, production, and scheduling. Healthcare Professionals have no authority to legally bind Ardor. Neither party shall be deemed to be the legal representative of the other. Each party agrees to assume complete responsibility for its own employees with regard to federal and state withholding tax, workers' compensation, social security, unemployment insurance, and compliance with other federal, state and local laws. Notwithstanding the foregoing, the Client shall be responsible for compliance with state, federal and local Occupational Safety and Health requirements including OSHA as it relates to the Healthcare Professional and the Assignment. Client at its sole cost and expense ensure prompt remediation if required and hold Ardor harmless from any and all claims, penalties and assessments related to any violations.

C. Both parties agree to comply with all federal, state and local rules and regulations regarding employment and neither party shall discrimination in any fashion against any Healthcare Professional or Candidate on the basis of any protected characteristic or other violate any state, federal or local law, rule or regulation related to employment.

9. **Miscellaneous.**

A. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to any conflicts of law principles thereof. For purposes of any dispute between them, Client and Ardor consent to the personal jurisdiction of the courts of the State of Florida and consent to venue in the state or federal courts located in Broward County, Florida. The parties each waive any defense of inconvenient forum to the maintenance of any action or proceeding so brought.

B. **Survival.** Provisions of this Agreement, which by their terms extend beyond the termination, expiration or suspension of this Agreement will survive and remain effective in accordance with their terms and to the extent necessary to the intended preservation of such rights and obligations.

C. **Waiver.** No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.

D. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the parties do business. If any provision of this Agreement or the application thereof to any person or circumstances shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

E. **Entire Agreement.** This Agreement contains the entire understanding between the parties and supersedes all prior agreements and understandings relating to the subject matter of this Agreement.

F. **Modifications.** This Agreement, as well as the various Attachments made a part hereof, shall not be modified or altered in any respect, except in writing signed and agreed to by the parties hereto.

G. **Assignment/Successors.** The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and permitted assigns. Neither party may assign, transfer its interest herein, or delegate its duties hereunder, without the prior written consent of the other party. However, Ardor may assign its rights and delegate its duties hereunder without the consent of Client to any of its subsidiaries, affiliates or divisions, and any purchaser of all or substantially all of Ardor's assets or stock or

any other successor to Ardor's business. Further, Ardor may without the written consent of the Client utilize the services of subcontractors to perform Assignments and/or provide all or some of the Services hereunder. Any assignment or delegation of duties in violation of this provision shall be null and void.

H. Notices. All notices and other communications pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if delivered to the other party if by hand, telephone facsimile to the other party with confirmation of successful transmission, to the other party by electronic mail to the address for the party on file with confirmation of delivery to that party's electronic mail, sent by United States Mail certified, return receipt or registered, postage prepaid, or by nationally recognized overnight mail service prepaid for overnight delivery, and addressed to the other party at the address set forth on the signature page of this Agreement (or such other address as shall be given in writing by one party to the other in conformity with the provisions of this Paragraph). All written notices and reports permitted or required to be delivered by the provisions of this Agreement shall be deemed so given on the earliest of (1) receipt; (2) attempted delivery if delivery is refused; (3) the close of business on the first business day after transmission by a nationally recognized overnight carrier, telephone facsimile or other electronic system (including electronic mail); (iv) or close of business on the second business day after the date delivered to in the United States Mail if sent postage prepaid by registered or certified mail.

I. Force Majeure. Neither party will be responsible for failure or delay in performance of this Agreement (except for payment failures) if the failure or delay is due to labor disputes, strikes, fire, riot, war (declared or undeclared), terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

J. Construction and Recitals. The parties agree that this Agreement shall not be construed against the drafter of the document because they drafted the document, as they have done so merely for the convenience of the parties. The Recitals to this Agreement is incorporated herein by this reference.

K. Headings and Pronouns. The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate.

L. No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective permitted successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

M. Legal Action. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, if successful, the prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all other charges and expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post judgment proceedings), incurred in that action or proceeding, in addition to any other relief to which the prevailing party may be entitled.

N. Change of Law Compliance. If any change of law, prohibits, restricts, limits or otherwise adversely affects either party's rights or obligations herein in a manner material to this Agreement or would result in foreseeable exposure to legal noncompliance or material financial adverse consequences, the parties agree, upon

the written request for such negotiations, to make their best efforts to negotiate in good faith reasonable revisions to this Agreement to avoid or mitigation such consequences and results in any provisions of this Agreement. If the parties fail to agree to such revisions within thirty (30) days then either party may terminate this Agreement upon an additional fourteen (14) days' written notice to the other party and this Agreement will terminate on the same grounds as if it reached the end of its final term without additional liability to either party except for the services rendered prior to the termination and as otherwise provided herein.

O. Counterparts. This Agreement may be executed in one or more counterparts and all such counterparts when taken together shall constitute one amendment, binding on the parties. Facsimile copies of this Agreement, signed in counterparts, shall be considered for all purposes, including delivery, as originals, and shall also constitute one agreement, binding on all of the parties hereto.

P. Authority. The individuals whose signatures appear below represent and warrant that they are authorized representatives of the entities on whose behalf they entered into this Agreement and that they possess the full power and authority to enter into this Agreement and to bind the party they purport to represent.

(Signature line is on the next page)

Attachment A: Contract Assignment SCH. Rate Sheet

<u>Position</u>	<u>Hourly Rate</u>
Physical Therapist	\$72 - \$78
Physical Therapy Assistant	\$62 - \$68
Occupational Therapist	\$72 - \$78
Certified Occupational Therapy Assistant	\$62 - \$68
Speech Language Pathologist	\$72 - \$78
Speech Language Pathologist – Clinical Fellowship Year	\$65 - \$70
Speech Language Pathology Assistant	\$62 - \$68
Specialist in School Psychology	\$72 - \$78
School Nurse	\$65 - \$70
School Vocational Nurse/Licensed Practical Nurse	\$55 - \$60
Special Education Teachers	\$65 - \$75
School Social Worker	\$60 - \$70
Tele-Therapist – Occupational and Speech Therapy	\$70 - \$76

Travel Contract: Please be aware that all final rates will be agreed upon and will require authorized signature on the Candidate Confirmation sheet. The School District will not be required to make payment for sick time or holidays. The District will only be responsible for paying Ardor Health Solutions for the hours actually worked by our employee.

Conversion Clause: If a “Client Entity” directly or “Indirectly” uses the services of any Healthcare Professional as its direct employee, as an independent contractor, or through any person or firm other than Ardor during or within two (2) year after the end of any Assignment of that Healthcare Professional to Client, Client must notify Ardor and (1) continue the Healthcare Professional’s Assignment until the Healthcare Professional has worked 2 full school year assignment of 80 weeks (3000 hours) for Client through Ardor; or (2) pay Ardor a fee for its loss of services of the Healthcare Professional (“Conversion Fee”) of 20% of the Healthcare Professional’s annualized base salary. If the Healthcare Professional becomes a direct employee of a Client Entity after two full school years (3000 consecutive hours) as an Ardor employee on Assignment to Client no Conversion fee is due, the Conversion Fee applies separately to each Healthcare Professional placed on Assignment to Client.

Confidentiality: Please note that any and all documents shared between Ardor Health Solutions and your facility regarding business that takes place between the two, shall be deemed confidential and should not be shared with any Healthcare employee of Ardor Health Solutions. This does include the Ardor Agreement, Candidate Confirmation, Certificate of Insurance and anything else that may contain private information.

Payment Terms: Invoices are generated from weekly timesheets, signed and approved by Client supervisor, and mailed weekly with the Invoice. Client shall pay each invoice within thirty (30) days from date of the invoice.

Termination:

With Cause - Client, in its sole discretion, may terminate an Assignment immediately for “Cause” and require the Healthcare Professional to leave the premises without prior notice. However, Client will notify Ardor in writing within twenty-four (24) business hours of any such dismissal.

Without Cause - Client agrees to provide Ardor in writing at least thirty (30) days prior notice if it intends to terminate an Assignment at any time before its originally scheduled end date.

****If candidate is floating between facilities or doing home health, facility will be billed mileage at the current IRS rate****

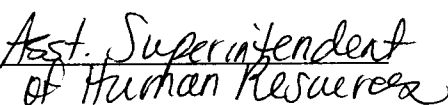
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written below.

Sylvan Union School District (“Client”)

All Source Recruiting, Inc. d/b/a
Ardor Health Solutions (“Ardor”)

By: 

By: _____

Its: 

Its: _____

Date: 7-20-18

Date: _____