

Go Solutions Group, Inc.

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Illinois Service Agreement

Fee for Service

Pana Community Unit School District 8
Pana, Illinois

Term of Contract: July 1, 2017 – June 30, 2018

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ILLINOIS SERVICE AGREEMENT FEE FOR SERVICE

THIS AGREEMENT, made by and between **Pana Community Unit School District 8** (hereinafter, the LEA), a Local Education Agency, and **Go Solutions Group, Inc.** (hereinafter, GSGI), upon the following terms and conditions:

RECITALS

GSGI is engaged in the business of providing Title XIX Fee for Service and Administrative Outreach reimbursement services to local education agencies. The LEA agrees to retain GSGI to perform such services on behalf of the LEA on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the premises and the covenants set forth herein, the parties agree as follows:

I. SCOPE OF SERVICES

A) GSGI Shall Provide the Following Services:

- 1) Initiate and assist the LEA to become enrolled and maintain certification as a Title XIX Provider. GSGI's assistance shall include the initial and ongoing interactions with the LEA and the Illinois Department of Healthcare and Family Services (hereinafter, IDHFS) relating to contract and provider status, rules, procedures, reimbursable activities, rate setting, professional credentialing, cost accumulation and categorization, and access to State Title XIX files, as well as any necessary interactions with the Centers for Medicare and Medicaid Services (hereinafter, CMS).
- 2) In conjunction with the LEA, convert the LEA's services and standards definitions to Title XIX reimbursable services for processing as reimbursable claims.
- 3) Update the unit of service rates, as defined, developed, and established by IDHFS.
- 4) Pursuant to the inter-agency agreement entered into between the IDHFS and the LEA, to the extent allowed by the State of Illinois, assist the LEA in the cross-matching of the LEA's special education student file with the Illinois master file of Medicaid eligible individuals.
- 5) Provide and implement appropriate software, namely GoClaim™, for the purpose of generating claims for reimbursement that can be submitted by or on behalf of the LEA to IDHFS and the state fiscal agent, Blue Cross/Blue Shield (hereinafter, BCBS).
- 6) Provide training, instruction materials and electronic assistance in utilizing GoClaim™, GSGI's internet-based data entry system.
- 7) Jointly, with the LEA, supervise and monitor the Title XIX billing and reimbursement program and provide on-going review of the development and any changes that may enhance the program operation and reimbursement levels.
- 8) Provide technical assistance to resolve issues that may impair the full functioning of the LEA's participation in the Title XIX billing and reimbursement program.
- 9) Jointly, with the LEA, establish a project workflow that will set forth the activities to be completed by the parties.

B) Other Considerations:

- 1) Items included in Section I, Paragraph A above, shall hereinafter be deemed "Services" for the remainder of this Agreement.
- 2) GSGI and the LEA each agree to use their best efforts to comply with applicable Federal and State laws governing the Title XIX reimbursement program, governing the disclosure of confidential information and governing the protection of proprietary information. GSGI and the LEA agree to use their best efforts to meet statutory and administrative requirements, as they apply to a school district (LEA). The recipient of confidential information or proprietary means, methods and techniques shall not disclose or use them for their own benefit outside the scope of this Agreement.
- 3) GSGI shall perform the Services in accordance with industry accepted professional standards, and State and Federal laws and regulations.
- 4) GSGI shall perform Services at such locations as the LEA and GSGI mutually deem necessary and appropriate to the proper performance of said Services.
- 5) GSGI shall coordinate its employees' scheduling and regulate activities to achieve performance goals as developed and agreed to by the parties, and shall submit progress reports to the LEA as requested. Each report shall describe GSGI's activities by reference to the services, and shall be signed by an authorized officer or designee of GSGI. A GSGI management employee may meet at such times and places as may be requested by the LEA with representatives of the LEA.
- 6) The LEA and GSGI mutually agree to inform each other as soon as problems, delays or adverse conditions that materially impact the scope of the Services become known. The LEA and GSGI shall also report to each other, favorable developments or events that positively affect the flow of work and performance of tasks within the scope of this Agreement. Such disclosure shall be accompanied by a report of any action taken, or contemplated by the LEA and GSGI, and any assistance required by either party.
- 7) For the term of this Agreement, including any extensions or renewals, and for one (1) year after such time, or lesser period if provided by State law, GSGI shall not employ any LEA employee who has worked with GSGI in the performance of this Agreement without prior approval of the LEA.
- 8) For the term of this Agreement, including any extensions or renewals, and for one (1) year after such time, or such lesser period if provided by State law, the LEA shall not employ any GSGI employee who has worked with the LEA in the performance of this Agreement without the prior approval of GSGI.
- 9) To the extent any records are in or remain in GSGI's possession or control, GSGI may retain all records relating to this Agreement and the LEA's participation in the Title XIX reimbursement program for seven (7) years after final payment of any claim, or otherwise deliver such records to the LEA as set forth in Section II, Paragraph A) 6) and B) 3) of this Agreement.

II. PERFORMANCE

A) Timeliness, Term and Termination:

- 1) This Agreement shall commence on July 1, 2017 (the "effective date") and shall terminate on June 30, 2018, unless terminated sooner and in compliance with the provisions hereof.
- 2) Provided that GSGI has made good faith efforts to evaluate the feasibility of performing its obligations hereunder, prior to the date which GSGI and/or the LEA commences billing the State of Illinois for reimbursement, GSGI or the LEA may terminate this Agreement without cause by giving thirty (30) days advance written notice to the other party of such termination, specifying the effective date of termination
- 3) Following the date on which GSGI and/or the LEA commences billing the State of Illinois for reimbursement, the LEA or GSGI may terminate this Agreement with just cause, meaning a material breach of this Agreement, within a reasonable time, without incurring any further liability whatsoever, by giving thirty (30) days advance written notice to the other party of such termination, and the material breach is not cured within said thirty (30) day period. If the Agreement is terminated pursuant to this paragraph, the obligations under Section V continue for Services performed through the effective date of the termination.
- 4) This Agreement shall terminate or be suspended automatically if, for any reason, the LEA is no longer able to or authorized to receive reimbursement(s) through the Title XIX program.
- 5) Upon receipt of notice of termination from the LEA as set forth in Section II, Paragraph 4), unless and only to the extent otherwise directed by the LEA, GSGI shall:
 - a) Stop work under this Agreement on the date specified in the notice of termination;
 - b) Up to the date of notice of termination, preserve all contract records and submit such records to the LEA immediately, provided GSGI shall have the right to retain copies of all records concerning the billing systems. GSGI shall provide the LEA copies of all contracts with subcontractors of GSGI and shall retain the originally executed copies of such contracts.
 - c) Deliver to the LEA any and all records relating to and/or generated by GSGI and/or the LEA in performing the duties or Services hereunder.
- 6) To ensure orderly and non-disruptive business continuance, each party shall help the other in the orderly termination of this Agreement. No later than the effective date of the termination, the LEA shall return to GSGI any GSGI property for which the LEA does not have a license that continues after the date of termination of this Agreement.
- 7) Notwithstanding the expiration, termination, or suspension of this Agreement, the obligations of the LEA to make payments to GSGI, pursuant to Section IV of this Agreement, for Services before the effective date of expiration or termination of the Agreement shall continue in full force and effect.

B) Ownership and Transfer of Property and Information:

- 1) To the extent GSGI uses its property in performing the Services, such property shall remain the property of GSGI (including the billing systems and related GSGI software,

and any trade secret or proprietary/confidential information), and the LEA will acquire no right or interest in such property other than provided in this Agreement. The LEA acknowledges that it recognizes GSGI's ownership of any *unique and proprietary property*. GSGI's protection of its proprietary information may also be claimed by written communication from GSGI to the LEA, setting forth the proprietary information disclosed by GSGI to the LEA. Said written communication shall be sent, within twenty (20) days of the date of disclosure, by certified mail, to the LEA at the address set forth in Section XI. In case of a dispute over any property under this section, the body chosen to resolve the dispute, be it a Court, Arbitrator, Mediator, or any other entity intended to aid in the resolution of the dispute, shall look to the Federal Copyright Act, U.S.C. sec. 102, and to any cases enforcing this act, in determining what is a proprietary intellectual property owned by GSGI. In no way will the lack of any official copyright protection lessen GSGI's proprietary claim in any property marked in compliance with this section.

- 2) In addition, all parties covenant and agree that all *unique and proprietary property* of GSGI will be further defined as intellectual property and will be subject to Intellectual Property Law Rights to be defined as follows: the term, Intellectual Property Law Rights, shall mean the entire right, title and interest in and to each and every item of the *unique and proprietary property* as defined above, which are subject to protection under laws concerning patents, trademarks, trade names, service marks, copyrights, trade secrets, unfair competition, or the law of ideas. Without limitation of the generality of the foregoing language, Intellectual Property Law Rights include all rights to sue for past, present or future violations or infringements of any of the Intellectual Property Law Rights; all rights to obtain patents, trademark registrations, service mark registrations, trade name registrations, or copyright registrations concerning any Intellectual Property Law Rights; all pending applications for any said patents or registrations, trade name registrations, or copyright registrations concerning any Intellectual Property Law Rights; all rights to assign, or grant licenses under, any of the Intellectual Property Law Rights; all rights to manufacture copies of, to distribute, to sell, to display or use the *unique and proprietary property*; and all rights to prepare or authorize preparation, distribution, sale, display or operation of revised forms of the *unique and proprietary property* and derivative works based on the *unique and proprietary property*.
- 3) All student billing records and/or clinician logs are the property of the LEA and upon termination of this Agreement, GSGI, at its expense, shall deliver to the LEA within a reasonable time, all student billing records and/or clinician logs then in GSGI's possession and/or any such records GSGI thereafter obtains and/or generates. The LEA acknowledges that GSGI may, but is not required, archive those records in electronic or magnetic media.
- 4) If materials or software utilized by GSGI in performing Services, or any portion thereof, is found by final order of a court of competent jurisdiction to be an infringement or unauthorized use of a third party's rights, GSGI shall, at its option and expense, have the right to procure (i) a license allowing the continued use of the affected item so it becomes non-infringing, or (ii) a substitute or modified product, provided that the replacement or modified product is capable of performing the same function as the infringing item. GSGI shall hold the LEA harmless from any and all claims of infringement or unauthorized use of said materials and/or software utilized by GSGI.

C) Confidentiality:

- 1) During the course of performing the Services, each of the parties shall be required to disclose to the other information that is proprietary or confidential to the disclosing party ("proprietary information"). The term "proprietary information" shall include without limitation, information about the means, methods and techniques by which the disclosing party conducts its business, financial information about the disclosing party, the

disclosing party's business plans, and, as to the LEA, information regarding students, their families and students' clinical records. The recipient of proprietary information shall not disclose or use for its own benefit outside of the scope of this Agreement any proprietary information that it acquired from the disclosing party.

- 2) GSGI and the LEA shall comply with all applicable Federal and State laws governing the disclosure of confidential information regarding students and their families. Including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act of 1996 and regulations adopted thereunder ("HIPAA").

III. COOPERATION

A) Both Parties Shall Cooperate as Follows:

- 1) Upon GSGI's request, the LEA shall furnish copies, utilizing electronic, public or private parcel postal services, of all information, data, records, reports, etc., that exist, are available and mutually deemed necessary for performing the Services, without charge to GSGI. GSGI shall be permitted to visit the LEA's offices and facilities to obtain necessary data, during regular business hours, and as reasonably requested during non-regular business hours. Appropriate conferences shall be scheduled at convenient times with essential administrative personnel of the LEA for gathering such data.
- 2) The LEA shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to GSGI for purposes of the performance by GSGI of the Services. GSGI shall communicate to the LEA any problems coming to GSGI's attention relating to accuracy and completeness of data provided to GSGI that may impact reimbursement claims.
- 3) The LEA shall, with GSGI's technical support and assistance, make such good faith efforts to successfully pursue and defend all Title XIX reimbursement claims filed with the State of Illinois or any agency or department thereof, or any political divisions of the State of Illinois or any agency or department thereof, relating to the Services provided by GSGI under this Agreement, including without limitation, assistance in grant appeals and all other legal proceedings, whether judicial, governmental, administrative, arbitration, meditative, or otherwise.
- 4) The LEA shall execute, if necessary, an agreement with applicable departments or agents of the State of Illinois providing for cooperation with respect to those elements essential to the goals of this Agreement.
- 5) The LEA shall provide and assist GSGI with access to documentation, records, and electronic media, etc., that exist, are available and deemed mutually necessary for the performance of the Title XIX services without charge to GSGI.
- 6) The LEA shall attend meetings as required with State and Federal personnel including State agency personnel, to negotiate the enrollment of the LEA as a Title XIX provider.
- 7) The LEA shall provide GSGI with temporary workspace and telephones during normal business hours on the days that GSGI is performing on-site Services under this Agreement.
- 8) The LEA shall make its central office and staff reasonably available to GSGI in support of this project to answer questions, provide data access, and participate in other reasonable and related activities.

- 9) The LEA shall provide on a reasonable basis staff resources to review existing clinician credentials to decide whether they meet the minimum experiential, licensure, certification, and degree criteria specified by the State of Illinois.
- 10) The LEA shall provide training facilities and staff assistance to co-instruct training events for screeners, staff clinicians, and other personnel engaged in the Title XIX reimbursement program.
- 11) The LEA shall assign a Program Manager having decision-making authority or reporting directly to personnel having decision-making authority for the LEA during the performance of the Services.
- 12) GSGI shall deliver to the LEA, as appropriate and necessary, procedure manuals and training materials. These manuals are to be considered as *unique and proprietary property* under Section II, Paragraphs B) 1) and 2) of this Agreement.
- 13) The LEA shall provide other reasonable assistance as requested by GSGI for the Services.
- 14) The LEA shall redirect or enlist clinicians with appropriate background and credentials to conduct screening examinations for enhanced service levels and programs as may be mutually agreed to by the LEA and GSGI as desirable for the improvement of the program revenue and services.
- 15) The LEA shall have its personnel fill out service reporting instruments as required, to record personnel time for reimbursable services, and as further may be required by the Title XIX reimbursement program.

IV. COMPENSATION

A)

1)

QUANTITY	ITEM DESCRIPTION	AMOUNT
1	SET-UP AND IMPLEMENTATION (including initial database setup, integration implementation, performance monitoring, on-going capacity planning, backup, archival and retrieval subsystems, HIPAA security monitoring)	Included
1	MEDICAID ELIGIBILITY VERIFICATION (including on-going 270 submission, 271 retrieval and processing, and manual verification if necessary)	Included
1	ENCOUNTER VERIFICATION (including review of proper CPT and ICD9 coding, review of applicable CPT code limits, and IEP prescribed service comparison)	Included
1	CLAIM SUBMITTAL (generation of 837 transaction set and interface with the State for submission, TA1 and 997 transaction set processing to ensure valid transfer)	Included
1	REMITTANCE ADVICE BALANCING (loading and processing of the 835 transaction set, including payment posting and balancing of submitted versus received)	Included
1	DENIAL REVIEW AND RESUBMISSION (claim and service line level review of denied claims, review of student eligibility, provider licensing, and coding)	Included

QUANTITY	ITEM DESCRIPTION	AMOUNT
	issues that could result in resubmissions)	
1	MANAGEMENT REPORTS TRAINING (ON-SITE)	Included
1	ON-GOING SYSTEM MODIFICATIONS (includes on-going performance monitoring and capacity planning, review of up-time and performance characteristics detailed in the Service Level Agreement and any required State and/or Federal system modifications)	Included
1	ON-GOING USER AND ADMINISTRATOR SUPPORT	Included
Fee:		Fee: \$0.95 Per Submitted Claim for Encounters Entered by the District Staff, \$1.10 per Submitted Claim for Encounters Entered by GSGI Staff on behalf of LEA.

2) **Consulting, Support & RICE: Quoted per request at per Hour rate**

GSGI offers expanded services for any “out of the Scope of Work” requirements such as RICE (Reports, Interface, Conversion and Expansion), which often fall outside the defined contracted requirements. GSGI is prepared to meet these challenges, specifically RICE work, at a very competitive hourly rate based on a pre-quoted and approved Time & Materials (T&M) basis. Additional consulting services and RICE work typically arises to address client needs that go beyond the required “Scope of work” necessary to collect service data, submit associated claims, and provide compliance and audit data. School Districts, as with any organization, find in due course the need for customized forms and reports or the desire to have System Software interface with each other, or to have data converted into other formats in order to make an analysis of the program and make management decisions. GSGI works closely with contracted clients to identify, quantify, and provide consulting, application modifications, and associated on-sight support.

- ❖ Administrative Support (Data Coordination; Report Generation; Initial- and Mid-School Year Caseload Updates Provided to GSGI for Processing, Etc.)
- ❖ Technical (IT) Support (Programming, Interface, Etc.)
- ❖ On-site Consulting & Training (Expanded Audit Preparation/Participation, Etc.)

The above fees are to be invoiced on a monthly basis and said invoices are to be paid within thirty (30) days.

B) **Audit Rights:**

The LEA shall keep detailed books and records of revenue, which shall be maintained according to statutory and regulatory requirements for governmental entities. The LEA shall further keep detailed books and records for all claims and project documentation. Such books and records shall be available for inspection or audit by GSGI during the term of the Agreement and for three (3) years following the expiration or termination of the agreement.

V. WAIVER AND RELEASE OF CLAIMS

A) For the sole and entire consideration of the promises contained herein, subject to Section IV of this Agreement, each party hereby agrees to release and waive any and all claims against the other and agrees not to hold the other party liable for any personal injury or property damages incurred by the other or its employees in connection with providing the Services herein, including

but not limited to damages or injury due to negligence. Further, GSGI and LEA agree to hold each other party harmless for any loss of such property and materials used by or in the possession of any such persons pursuant to GSGI's or LEA's performance of Services under this Agreement, except when such loss is occasioned by GSGI's or LEA's gross negligence or intentional misconduct or that of its employees or persons under its direct control.

- B) GSGI agrees that it is GSGI's responsibility, and not the responsibility of the LEA, to safeguard the property and materials of the LEA that GSGI's personnel have use of or have in his or her possession while performing GSGI's Services under this Agreement.

VI. LIMITATION ON WARRANTIES

THIS IS A SERVICE AGREEMENT. GSGI DISCLAIMS ALL WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

VII. FORCE MAJEURE

Except for the obligation to pay money, neither party shall be liable for any delays resulting from circumstances nor causes beyond its control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirements of any governmental agency or authority.

VIII. NON-EXCLUSIVITY

- A) Nothing in this Agreement shall be construed as precluding or limiting in any way the right of GSGI to provide consulting, auditing or other services, of any kind or nature whatsoever, other than the Services described in this Agreement, to any person or entity as GSGI in its sole discretion deems appropriate.
- B) GSGI may not subcontract any of its Services hereunder without the LEA's express prior approval. No privity shall exist to be implied between the LEA and any such sub-consultant or subcontractor, and GSGI agrees to indemnify and hold the LEA harmless from any claims by subcontractors of sub-consultants engaged by GSGI to provide Services hereunder initiated against the LEA pursuant to any contract or subcontract GSGI enters into in performance of this Agreement.
- C) The LEA shall have the right, at its sole option to have professional services other than those provided by GSGI hereunder, performed by other organizations of its choosing and GSGI shall cooperate with such other organizations as requested by the LEA, provided LEA shall first submit such request and shall receive from GSGI a quote for such RICE work, and further provided that GSGI shall not be required to disclose any of its proprietary or confidential materials or information to any such other organizations.

IX. INDEPENDENT CONTRACTOR STATUS

It is understood and agreed that each party hereto is an independent contractor and that, except to the extent that GSGI acts as agent or representative of the LEA with respect to GSGI's performance of the Services, neither party is, nor shall be considered, an agent, employee, distributor or representative of the other. GSGI shall be responsible for payment of the compensation and benefits due to its employees who perform the Services.

X. BINDING NATURE AND ASSIGNMENTS

This Agreement shall be binding on the parties and their respective successors and assigns. This Agreement may be assigned by GSGI to a related or successor corporation, through direct assignment or

reorganization, provided the related or successor corporation is the owner of all or substantially all of the assets of GSGI and agrees to be bound by the terms of this Agreement. Such assignment will be communicated to the LEA in writing at the address set forth below.

XI. NOTICES

A) If to the LEA:

**Pana Community Unit School District 8
Attn: Dr. David Lett (Superintendent)
14 E. Main
Pana, Illinois 62557**

B) If to GSGI:

**Go Solutions Group, Inc.
Attn: Matthew M. Flaminio (President & Chief Legal Officer)
5840 Enterprise Drive
Lansing, Michigan 48911**

C) All notices shall be deemed served on the earlier of either delivery with proof of receipt or five (5) calendar days after the day of mailing. Either party to this Agreement may change its address for the receipt of invoices at any time by giving notice to the other as provided in the above paragraph. An authorized representative of such party must sign any notice given by a party hereunder.

(The remainder of this page is intentionally blank)

XII. ENTIRE AGREEMENT

This Agreement, including any signed Exhibit(s) attached, if any, is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other oral or written representations, understandings, or agreements relating to the subject matter hereof.

XIII. SEVERABILITY

In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal, or unenforceable provision shall be replaced by mutually acceptable provisions, which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

XIV. WAIVERS AND AMENDMENTS

- A) No delay or omission by any party in enforcing its rights or remedies under this Agreement shall impair such right or remedy or be deemed a waiver thereof.
- B) No waiver or any right or remedy under this Agreement, with respect to any occurrence or event on one occasion shall not be deemed a waiver of such right or remedy with respect to such occurrence or event on any other occasion.
- C) No amendment or waiver shall be valid unless in writing and signed by both parties.

XV. COSTS

Each party shall bear its own costs concerning the negotiation, preparation, execution, and delivery of this Agreement.

XVI. BREACH AND DEFAULT

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, such breach or default not being cured in accordance with Section II, Paragraph A) 3) of this Agreement, the parties may exercise any administrative, contractual, equitable, or legal remedies available. Subject to the limitations set forth in Section IV, Paragraph B) and Section V.

XVII. SECTION HEADINGS

The section headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

XVIII. GOVERNING LAW

This Agreement shall be governed by and construed according to the laws of the State of Illinois.

XIX. COMPLIANCE WITH LAWS AND SECURITY REGULATIONS

- A) GSGI shall comply and shall require all of its personnel to comply with all applicable Federal, State and Local laws, ordinances, regulations, and policies, including, but not limited to, all security regulations in effect. GSGI shall require, as part of any sub-contractual agreement, sub-contractors to comply with all such laws and regulations.
- B) The LEA shall comply and shall require all of its personnel to comply with all applicable Federal, State and Local laws, ordinances, regulations, and policies, including, but not limited to, all

security regulations in effect. The LEA shall require, as part of any sub-contractual agreement, sub-contractors to comply with all such laws and regulations.

- C) Drug-Free Workplace: By executing this Agreement, the parties certify and affirm that, as applicable to the parties, any subcontractor and/or independent contractor, including all field staff, associated with the project agree to comply with all applicable State and Federal laws regarding a drug-free workplace. The parties shall make a good faith effort to ensure that all employees, while working on state, county, or private property will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

XX. EXECUTION DATE AND SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and executed by the parties set forth below.

“LEA” Pana Community Unit School District 8

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

“GSGI” Go Solutions Group, Inc.

Signature: _____

Print Name: Matthew M. Flaminio

Title: President & Chief Legal Officer

Date: _____