



Staffing Options and Solutions, Inc.
STAFFING SERVICES AGREEMENT

This agreement executed and entered into on this 8th day of May 2013, by and between Staffing Options and Solutions, Inc., having its offices located at 6249 S. East Street, Suite E, Indianapolis, IN 46227 (hereunder referred to as "SOS") and Harlem School District 122, located at 8605 North Second Street, Machesney Park, IL 61115 (hereunder referred to as "FACILITY").

WITNESS THAT:

Whereas, SOS provides the qualified Speech/Language Pathologist for therapy and/or consultation. Whereas, FACILITY desires to engage SOS as an independent contractor for the purpose of providing Speech Therapy services. In consideration of this agreement herein contained, it is hereby mutually agreed that SOS and FACILITY agree as following:

SOS RESPONSIBILITIES AND OBLIGATIONS:

- 1-1. SOS agrees to use every effort to locate and make available to the FACILITY a requested therapist who is licensed by the state requiring such licensing; however, SOS shall not be held responsible in any manner whatsoever, in the event it cannot provide such an individual.
- 1-2. Should FACILITY request replacement of an assigned SOS therapist, then SOS will attempt to replace any such person in a timely manner. If SOS incurs additional relocation expense as a result of this request by FACILITY, FACILITY shall pay such additional relocation expense at the time such expense is submitted by SOS to FACILITY for reimbursement.
- 1-3. Therapists supplied to FACILITY by SOS will hold and maintain appropriate registration and licensure to practice in the state in which FACILITY is located. Evidence of registration and licensure will be provided to FACILITY upon request.
- 1-4. Therapists will comply with all written reports and written documentation as required and outlined in the FACILITY's standard policy and procedure manual and in accordance with State and Federal regulations.
- 1-5. During the term of the agreement, SOS agrees to maintain professional liability insurance in the amount of \$2,000,000.00 per occurrence and \$4,000,000.00 in the aggregate and will provide proof thereof at FACILITY's request.

FACILITY RESPONSIBILITIES AND OBLIGATIONS:

- 2-1. FACILITY agrees to be bound to the provisions of this agreement for the full term of the agreement specified in the section titled, "Terms of Agreement".
- 2-2. FACILITY will be responsible for the supervision and overall direction of the Speech/Language Pathologist. FACILITY accepts full responsibility for patient care.
- 2-3. FACILITY agrees to inservice SOS and its employees/representatives to all applicable policies, procedures, rules and regulations. SOS and its employees/representatives shall have access to necessary medical records in accordance with standard facility and health care policy and procedures.
- 2-4. In the event FACILITY requests a licensed therapist assistant, then FACILITY shall be responsible for the necessary and appropriate supervision of said assistant.
- 2-5. Therapist shall perform only duties herein described. At no time will therapist be responsible for administrative and/or operational management of said therapy department, unless otherwise specified herein, or mutually agreed upon in writing by both parties.
- 2-6. FACILITY shall provide therapy services in accordance with State and Federal regulations and in compliance with FACILITY's policy and procedure manual.
- 2-7. FACILITY shall provide therapist with adequate work area and all necessary testing and monitoring materials.
- 2-8. FACILITY shall assure on a day-to-day basis, SOS employees comply with the FACILITY's exposure control plan and generally OSHA's standards. FACILITY shall provide all necessary personal protective equipment to therapists as indicated. FACILITY shall notify or advise SOS immediately of any SOS employee not complying with the above standards, rules or plans.
- 2-9. FACILITY will be billed on a bi-weekly basis with all amounts payable to SOS 45 days from date of invoice.
- 2-10. FACILITY shall pay SOS cost of all collection, including reasonable attorney fees, and interest accrued at a rate of eighteen percent (18%) a.p.r., or the maximum rate permitted by law, whichever is less, on all unpaid balances. FACILITY acknowledges that a remedy at law for any breach or threatened breach of the provisions of this Agreement may be inadequate and therefore agrees that SOS shall be entitled to injunctive relief in addition to any other available rights and remedies in case of any such breach or threatened breach; provided, however, that nothing contained herein shall be construed as prohibiting the Corporation from pursuing any other remedies available for any such breach or threatened breach. All costs incurred by SOS in enforcing the terms of this Agreement, including reasonable attorney's fees and court costs, shall be borne by FACILITY. **The FACILITY**

agrees to the jurisdiction of the Courts of Illinois and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum to the maintenance of such action or proceeding. The parties hereto agree that a final judgment in any such action or proceeding may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. THE FACILITY AND SOS HEREBY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO ANY OF THIS AGREEMENT OR THE TRANSACTION CONTEMPLATED HEREBY.

- 2-11. As compensation for its services, FACILITY shall pay SOS on an hourly basis. It is agreed that the compensation mentioned herein is confidential and that FACILITY and its employees shall not disclose same to the other's employees/representatives, or anyone else unless required by law.
- 2-12. If service sales tax is applicable in states services are rendered, it will be added to FACILITY's invoice.
- 2-13. FACILITY shall reimburse driving time and all mileage between facilities when servicing more than one site for FACILITY per day. Tolls and parking fees, if any, shall be reimbursed for those days services were rendered.
- 2-14. FACILITY understands that **SOS may at its option terminate this agreement without notice for any unpaid balances more than 30 days past due**, or if FACILITY is put into receivership, files a petition for bankruptcy or reorganization.
- 2-15. Should this contract be terminated early by SOS because of the failure of the FACILITY to meet any of its obligations stated herein or should FACILITY desire to cancel such agreement prior to completion of the agreed upon Term, FACILITY shall be immediately liable for current and past due amounts presently due on provided services, plus liquidated damages including, but not limited to, the monetary value of the remaining unfilled contract Term calculated by multiplying the Hourly rate times thirty-seven and one half times the number of weeks remaining in the contract Term. FACILITY shall also be responsible for the cost incurred by SOS to relocate displaced SOS candidate to another position.
- 2-16. During the term of this agreement and for a period of twelve (12) months thereafter, FACILITY, its employees, agents, owners, directors and affiliated parties agrees not to directly or indirectly contract or employ any therapist who has been scheduled to service FACILITY by SOS. Should FACILITY, employees, agents, owners or affiliated parties desire to permanently hire such therapist, FACILITY may do so at the end of the academic school year, provided FACILITY has contracted therapist for a minimum of two (2) semesters during the same academic school year. Therapist would then be available for such hire upon payment of a permanent placement fee equal to twenty percent (20%) of the first year compensation paid by FACILITY to therapist.

TERMS OF AGREEMENT:

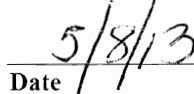
- 1. Initial term will be for the 2013-2014 school year (180 days).
- 2. SOS Candidate: Leigha Graham.
- 3. Position Hired: Speech/Language Pathologist.
- 4. Start Date: 8/13/13.
End Date: 5/28/14 (with possible extension due to "Special Provisions" listed below).
- 5. Hourly Rate: \$63.00.
- 6. Hours Per Week (Monday-Friday): 37.5.
- 7. Special Provisions:

SOS will provide the necessary CF Supervision. If therapist is required to work over 40 hours in a week, time will be billed at 1.5 times. Mileage between schools will be reimbursed at the currently applicable federal income tax deductibility rate. Scheduled days that are subsequently forgiven by the State shall be billed for the minimum hours guaranteed for the day. Partial school days will be billed at the minimum guaranteed daily hours. Unscheduled school closure days will be billed a minimum of four (4) hours time. Teacher's inservice/institute days shall be billed at the minimum guaranteed hours for the day.

Administrator


Sandy Burns, Vice President
Staffing Options and Solutions, Inc.

Date


Date