

**SUPPLEMENTAL STAFFING AGREEMENT**

This Agreement is entered into this 11th day of January 1, 2020, by and between Gallatin County School Corporation referred to in this Agreement as "FACILITY," and All Kids Can Therapy Services, LLC, with an   
office located at 2420 Wilson Ave, Madison, IN 47250, referred to in this Agreement as   
"AKC."

FACILITY requires health care candidate(s) to work in various areas of FACILITY on various days, and   
wishes to engage AKC to provide such candidate to supplement Facility's staff.

AKC provides supplemental health care staffing on a best-efforts basis and is willing to use its best efforts to   
provide suitable candidate(s) to FACILITY.

Therefore, FACILITY and AKC agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

1.01 Term and Termination. This Agreement will be in effect until terminated by either   
party. Either party may terminate this Agreement at any time and for any or no reason by   
providing at least thirty (30) days advance written notice of the termination date to the   
other party. Such termination will have no effect upon the rights and obligations under   
this Agreement resulting from any candidate placement occurring prior to the effective   
date of the termination, which rights and obligations shall survive such termination.

ARTICLE 2. RESPONSIBILITlES OF AKC

2.01 Services. AKC will, upon request by FACILITY, use its best efforts to provide therapists   
and allied health practitioners ("Candidates") to FACILITY for supplemental staffing   
services, subject to availability of qualified Candidates. Candidates will be employees of   
AKC or employees of a subcontractor of AKC, which status will be identified to FACILITY   
at the time the Candidate is presented. AKC will assign Candidates only to areas of   
practice within the Candidate's clinical competence. Assignments are subject to the prior   
approval of FACILITY's designee. Assignments of Candidates will be in accordance   
with terms and conditions of assignment, including identification of the Candidate, the   
applicable rates and the effective period of the assignment, all as set forth in a written   
assignment in substantially the form of Attachment B hereto, which in each case with   
respect to a Candidate assignment upon execution by AKC and FACILITY shall hecome   
part of and subject to this Agreement.

2.02 Candidate. Candidates will meet the following criteria:

1. Possess current state license/registration and/or certifications, including CPR   
    certification, as required by applicable laws, regulations, or accreditation   
    standards for the services to be provided to FACILITY. Upon request,   
    Candidate will present appropriate evidence of such license, registration or   
    certification to FACILITY Administrator.
2. Meet AKC and FACILITY conditions of employment regarding FACILITY   
   policies, procedures, and health clearance (to include proof of pre-employment, physical, TB skin testing, Immunization, Infection Control, and Hepatitis B   
   vaccine or declination statement), provision of professional references, criminal   
   background check, 10 panel drug screen, Office of Inspector General and   
   General Services Administration exclusions/sanctions check, comprehensive   
   background screening, and any other applicable hiring criteria, documentation of   
   which will be kept in the AKC employee file at no cost to FACILITY.

2.03 Insurance. AKC will maintain (at its sole expense), or require the Candidate to maintain,   
a valid policy of insurance evidencing general and professional liability coverage of not   
less than $1,000,000 per occurrence and $3,000,000 in annual aggregate covering acts or   
omissions which may give rise to liability for services under this Agreement. AKC will   
provide a certificate of insurance evidencing such coverage upon request by FACILITY.

2.04 Employer Obligations. AKC, or its subcontractor, if applicable, will be responsible as   
employer for payment of wages and other compensation to the Candidate, and for any   
applicable mandatory withholdings and contributions such as federal, state, and local   
income taxes, social security taxes, worker's compensation, and unemployment   
insurance.

2.05 Record Access. In instances where FACILITY is Medicare and/or Medicaid certified,   
AKC agrees that in accordance with Section 952 of the Omnibus Budget Reconciliation   
Act of 1980, its contracts, books, documents and records will be made available to the   
Comptroller General of the United States, the United States Department of Health and   
Human Services and their duly authorized representatives ("USDHHS") until the   
expiration of four (4) years after services are furnished under this Agreement.

2.06 Staff Communications. AKC will maintain a communication protocol for Candidates   
addressing their timely communication to AKC of (i) unexpected incidents, errors and   
sentinel events involving the Candidate or the Candidate's services under this Agreement   
and (ii) occupational safety hazards or events that involve the Candidate.

ARTICLE 3. RESPONSIBILITIES OF FACILITY

3.01 Responsibility for Patient Care. FACILITY shall retain full responsibility and   
authority for patient care while using a Candidate.

3.02 Insurance. FACILITY will maintain at its sole expense insurance covering its acts or   
omissions in an amount generally considered standard in FACILITY's industry.   
FACILITY will forward evidence of coverage to AKC prior to execution of this   
Agreement and will give prompt written notice of any material change in FACILITY   
coverage.

3.03 Incident, Error, Tracking System. FACILITY agrees to notify AKC within forty-eight   
hours of any reported incident, error or tracking error involving a Candidate or services   
performed under this Agreement.

ARTICLE 4. MUTUAL RESPONSIBILITIES

4.01 Orientation and Evaluation. FACILITY agrees to provide Candidate with an adequate   
and timely orientation to FACILITY's relevant unit, setting, or program-specific policies   
and procedures. At a minimum, FACILITY will orient Candidate to its hazard   
communication procedures and the FACILITY-specific Exposure Control Plan as it   
pertains to OSHA requirements for blood borne pathogens. FACILITY agrees to conduct   
performance evaluations of all Candidates as required for compliance with JCAHO   
requirements. AKC will reasonably cooperate with FACILITY's efforts to meet its   
obligations under this Section 4.01.

4.02 Hiring Policy. Neither FACILITY nor any parent, subsidiary or other entity related or   
affiliated with FACILITY or its parent or subsidiary shall directly or indirectly hire or   
utilize (except as provided in an agreement with AKC) any Candidate introduced to   
FACILITY by AKC for a period of one year after the later of the termination of an   
assignment from AKC and the identification of the Candidate to FACILITY. Both parties agree not to solicit the employees of the other, directly or indirectly, including through their agents or related entities, for employment during the period of such employee's employment by   
the other party and for one year thereafter.

4.03 Non-discrimination. Neither AKC nor FAClLITY will discriminate on the basis of age,   
race, color, national origin, religion, sex, disability, being a qualified disabled veteran,   
being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

5.01 Rates. FACILITY will supply AKC under this Agreement at the rates listed in Attachment   
B or on individual candidate confirmation sheets.

5.02 Billing. AKC may submit monthly electronic invoices to FACILITY for the services of   
Candidate during the prior week.

5.03 Payment. All amounts due to AKC are net 30 days. FACILITY wil1 send all payments to   
the address printed on AKC's electronic invoice. FACILITY will pay or promptly   
reimburse AKC for any state, sales, use or receipts taxes on amounts due AKC hereunder.

5.04 Late Payment. Invoices not paid within thirty (30) days from the date of the invoice will   
accumulate interest, until paid, at the rate of one and one-half percent (1 ½%) per month   
on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%),   
or the maximum rate permitted by applicable law, whichever is less.

5.05 Rate Change. AKC will give FACILITY at least thirty (30) days advance written notice   
of any change in rates. If FAClLITY does not reject the new rates in writing within the

thirty-day notice period, then AKC may begin to charge the new rates at the end of such   
notice period.

ARTICLE 6. GENERAL TERMS

6.01 Headings. The beadings of sections and subsections of this Agreement are for reference   
only and will not affect in any way the meaning or interpretation of this Agreement.

6.02 Entire Contract. This Agreement, together with all attachments and addenda hereto,   
including all Candidate assignments in writing executed by the parties in the future under   
this Agreement, which shall be considered incorporated herein and made a part hereof,   
constitutes the entire contract between FACILITY and AKC regarding the services   
covered under this Agreement. Any agreements, promises, negotiations, or   
representations not expressly set forth in this Agreement are of no force or effect. This   
Agreement may be executed in any number of counterparts, each of who will be deemed   
to be the original. No amendments to this Agreement will be effective unless made in   
writing and signed by both parties. This Agreement will be governed by and construed in   
accordance with the laws of the state of KENTUCKY.

6.03Independent Contractors. The parties enter into this Agreement as independent   
contractors, and nothing contained in this Agreement will be construed to create a   
partnership, joint venture, agency, or employment relationship between the parties.

6.04Assignment. Neither party may assign this Agreement without the prior written consent   
of the other party, and such consent will not be unreasonably withheld. No such consent   
will be required for assignment to an entity owned by or under common control with   
assignor. In any event, the assigning party will remain fully responsible for compliance   
with all of the terms of this Agreement.

6.05 Indemnification. AKC agrees to indemnify and hold harmless FACILITY, its directors,   
officers, employees, and agents from and against any and all claims, actions, or liabilities   
which may be asserted against them by third parties in connection with the negligent   
performance of AKC, its directors, officers, employees, or agents under this Agreement.   
FACILITY agrees to indemnify and hold harmless AKC*,* its directors, officers, employees,   
and agents from and against any and all claims, actions, or liabilities which may be   
asserted against them by third parties in connection with the negligent performance of   
FAOLITY, its directors, officers, employees, or agents under this Agreement or in   
connection with the conduct of its business.

6.06 Notices. Any notice or demand required under this Agreement will be in writing; will be   
personally served or sent by certified mail, return receipt requested, postage prepaid, or   
by a recognized overnight carrier which provides proof of receipt; and will be sent to the   
addresses below. Either party may change the address to which notices are sent by   
sending written notice of such change of address to the other party.

6.07 Availability of Candidate. The parties agree that AKC's duty to supply Candidates on   
request of FACILITY is on a best efforts basis and subject to the availability of qualified   
Candidates. The failure of AKC to provide a Candidate or the failure of FACILITY to   
request a Candidate results in no penalty and does not constitute a breach of this   
Agreement.

6.08 Compliance with Laws. If any law or regulation is enacted, modified, or judicially   
interpreted so that this Agreement would be found not to comply with such law or   
regulation, this Agreement will terminate immediately upon either party's receipt of   
notice of termination from the other party.

6.09 Attorney's Fees. If any legal action or other proceeding of any kind is brought for the   
enforcement of this Agreement or because of an alleged breach, default, or any other   
dispute in connection with any provision of this Agreement, the successful or prevailing   
party shall be entitled to recover from the other all reasonable attomey's fees and other   
costs incurred in pursuing such action or proceeding, in addition to any relief which it   
may otherwise be entitled.

FAClLITY and AKC have acknowledged their understanding of and agreement to the mutual promises   
written above by executing this Agreement.

ALL KIDS CAN Therapy Services, LLC Gallatin COUNTY SCHOOL CORPORATION CORPORATION

Signature Signature

Printed Name & Title Printed Name & Title

Date Date

**Attachment B   
All-Inclusive Hourly Rate Sheet**

All Kids Can Therapy Services All Inclusive Service Agreement

Setting forth

Contract Assignment Terms and Rate Sheet

This Attachment shall be part of the All Kids Can Therapy Services, LLC Agreement between **Gallatin COUNTY SCHOOL CORPORATION** and **ALL KIDS CAN THERAPY SERVICES,** dated January 1, 2020.

Physical Therapist   
Occupational Therapist   
Speech Therapist

$75 per Hour

**This hourly rate includes treatment, meetings and documentation time performed by the therapist.**

**CONTRACT LENGTH**

This Allied contract between Facility and All Kids Can Therapy Services, LLC will be for a minimum of 1 year. All contracts will be based on billing rates listed above.

**HOLIDAYS**

Employees of All Kids Can Therapy Services do not work on the following holidays:

New Year's Eve and Day   
Christmas Eve d Day   
Labor Day

Thanksgiving Day   
Memorial Day   
Independence Day

Facility Representative Facility Representative Signature

All Kids Can Therapy All Kids Can Therapy Representative Signature