

STAFFING AGENCY AGREEMENT

THIS AGREEMENT is made effective _____ by and between Perry Physical Therapy, LLC (hereinafter referred to as "Staffing Agency") and Todd County Board of Education located at 205 Airport Road, Elkton, Kentucky 42220 (hereinafter referred to as "Client") for physical therapy services to be provided to Client's patients.

WITNESSETH:

WHEREAS, the parties desire to enter into an agreement defining their rights, duties and liabilities, and

WHEREAS, the Staffing Agency will begin providing and will continue to provide physical therapy services at Client; and

WHEREAS, the Client needs and desires to compensate the Staffing Agency for such physical therapy services.

NOW, THEREFORE, the Client and the Staffing Agency covenant and agree as follows:

A. STATUS OF PARTIES

The Client and Staffing Agency are independent contractors, not employer and employee or principal and agent, and have entered into this agreement in consideration of the mutual covenants contained herein.

B. SCOPE OF WORK

The Staffing Agency agrees to provide services to Client as follows:

1. Physical Therapy services as needed by Client (the "Therapy Services").
2. Therapy Services provided by the Staffing Agency through physical therapist(s) (herein referred to individually as "Therapist(s)") as well as through physical therapy assistant(s) (herein referred to individually as "Therapy Assistant(s)") shall be consistent with the Joint Commission on Accreditation of Health Care Organizations standards.
3. Therapist(s) and Therapy Assistant(s) shall maintain all federal, state and local licenses, certifications and permits which are required to provide physical therapy services according to the laws and regulations of the jurisdiction in which such physical therapy services are provided. Staffing Agency will provide a summary of experience to Client for all Therapist(s) providing services at Client, together with a copy of any applicable licenses and certifications. Staffing Agency will offer all Therapist(s) and Therapy Assistant(s) the Hepatitis B Vaccine and provide periodic health screening and training regarding occupational health

matters, to the extent required by applicable laws and regulations.

4. Staffing Agency, Therapist(s) and Therapy Assistant(s) shall abide by applicable Client policies and procedures including, but not limited to, Client policies regarding criminal background checks of individuals providing services to the extent such policies and procedures are consistent with the requirements of applicable federal and state law and are applied to Therapist(s) and in a nondiscriminatory manner. Client agrees to provide Staffing Agency with a current copy of those Client policies and procedures with which Staffing Agency and Therapist(s) are expected to comply.

C. RESPONSIBILITY

1. Client will provide professional and administrative control and supervision over the Therapy Services. Specifically, without limitation, Client will be responsible for obtaining all required written orders for the provision of Therapy Services to patients from each patient's attending physician in accordance with accepted professional practice. Client will also be responsible, in consultation with the physician who certifies a patient's plan of care and the Therapist(s) and Therapy Assistant(s) for deciding when to initiate, alter, and/or terminate the provision of Therapy Services to a patient.
2. Staffing Agency agrees to protect, defend, indemnify and to hold Client and its affiliates, directors, officers and employees ("Client Indemnitees") harmless from any loss, liability, damage, cost or expense resulting from (a) any act or omission by Staffing Agency or any of its employees, agents or subcontractors, other than acts or omissions occurring at the specific direction of a Client Indemnitee; or (b) any material misrepresentation, breach of warranty or covenant or other breach or default by Staffing Agency under this Agreement; provided, however, that Staffing Agency shall not be obligated under this Agreement to defend, indemnify or hold harmless any Client Indemnitee from any such loss, liability, damage, cost or expense to the extent such results from a Client Indemnitee's own acts or omissions.
3. Client agrees to protect, defend, indemnify and to hold Staffing Agency and its affiliates, directors, officers and employees ("Indemnitees") harmless from any loss, liability, damage, cost or expense (including reasonable attorneys' fees and other reasonable expenses of litigation) resulting from (a) any act or omission by Client or any of its employees, agents or subcontractors, other than acts or omissions occurring at the specific direction of Staffing Agency; or (b) any material misrepresentation, breach of warranty or covenant or other breach or default by Client under this Agreement; provided, however, that Client

shall not be obligated under this Agreement to defend, indemnify or hold harmless any Staffing Agency Indemnatee from any such loss, liability, damage, cost or expense to the extent such results from a Staffing Agency Indemnatee's own acts or omissions.

4. The parties agree that, in the event that either party hereto intends to seek Indemnification under this Article C, the party so seeking shall provide written notice to the party from whom indemnification is sought within thirty (30) days of obtaining information which would lead the reasonable person to conclude that indemnification would be available hereunder. The party seeking indemnification shall (a) allow the indemnifying party and/or its insurer to assume direction and control of the defense of any action, suit, or proceeding, if they elect to do so, including the right to select or approve defense counsel, (b) allow the indemnifying party and/or its insurer the right to settle such actions, suits or proceedings at the sole discretion of the indemnifying party or its insurer, and (c) cooperate fully with the indemnifying party and its insurer in defending against, and settling such actions, suits or proceedings. Failure of the party seeking indemnification hereunder to comply with the requirements of this provision shall render this indemnification provision null and void as to that claim with respect to which indemnification is sought.
5. The terms of this Article C relating to indemnification shall survive the termination of this Agreement.

D. BILLING AND COMPENSATION

The Client agrees to compensate the Staffing Agency for Therapy Services provided by Therapist(s) and Therapy Assistant(s) at a rate of \$56.00 per hour for clinical, recording keeping and travel time. Any travel distance to and from the Client, shall be calculated at the IRS dictated mileage rate.

1. The Staffing Agency shall be solely responsible for the payment of wages, taxes, benefits and other related charges for services rendered under this Agreement by Therapist(s). The Client will not be responsible for any deductions or withholding from the amounts paid or due under this Agreement.
2. The Staffing Agency will submit to the Client summaries of the hours worked, services rendered, and cost incurred under this Agreement by the dates established by both parties. Payment will be made via check by the dates on Attachment A. If any amount so invoiced is not paid on or before its due date, the outstanding balance will bear simple interest from the date of the invoice at a rate of fourteen percent (14%) per annum, or, if less, the maximum rate permitted under applicable state law, until such amount is paid in full. Any payments made thereafter received by Staffing

Agency will be applied first to interest accrued but unpaid and then to the oldest unpaid invoice. If Staffing Agency is required to collect any amounts past due through use of an attorney, the Client shall be responsible for payment of all of Staffing Agency's legal fees and other costs of collection.

3. Therapy Services provided pursuant to this Agreement will be billed by the Client at billing rates established by the Client. Revenues collected for services rendered to Client patients pursuant to this Agreement will be the exclusive property of Client; Staffing Agency has no right or interest in the revenue, collected or not, generated from services rendered to Client patients.

E. TERMS OF AGREEMENT

1. This Agreement will have an initial term of one (1) year following the Operational Date, as defined below.
2. This Agreement may be terminated at any time by either party, without cause, upon thirty (30) days prior written notice to the other party.
3. Delivery of services under this Agreement shall commence on November 1, 2009 ("Operational Date").

F. INSURANCE

Staffing Agency and Client will separately provide professional and general liability insurance coverage with respect to its employees with limits of no less than One Million Dollars (\$1,000,000) per occurrence. Three Million Dollars (\$3,000,000) annual aggregate.

G. MISCELLANEOUS PROVISIONS

1. Client will provide all nursing personnel required to provide Client patients with appropriate nursing services.
2. The Agreement shall be binding upon and enforceable by the parties and their respective executors, administrators, heirs, devisees, legatees, successors and assigns.
3. All notices to be given under the provisions of this Agreement shall be given to the Staffing Agency and the Client.

As to Client:

Todd County Board of Education

205 Airport Road
Elkton, KY 42220
Attn: Superintendent

As to Staffing Agency:

Perry Physical Therapy, LLC
1445 Little River Church Road
Hopkinsville, KY 42240
Attn: Amanda Perry

Either party may amend its address for the purpose of this provision by giving notice to the other party. Unless otherwise agreed in writing, said notice shall be sent by certified mail, return receipt requested.

4. Each party agrees to perform its respective obligations under this Agreement in compliance in all material respects with applicable federal and state laws and regulations.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date first above written.

PERRY PHYSICAL THERAPY, LLC

By: _____

Name: Amanda Perry
Title: President

TODD COUNTY BOARD OF EDUCATION

By: _____

Name:
Title: Superintendent