STAFFING SERVICES AGREEMENT

THIS STAFFING SERVICES AGREEMENT ("Agreement") is entered into effective October 1, 2008 (the "Effective Date"), by and between CareerStaff Unlimited, Inc. ("Company"), and Monroe County Community School Corporation ("Client").

I. SERVICES. Company, as a provider of medical staffing services, shall furnish to Client qualified professional healthcare personnel ("Personnel") on an as-needed, as-available basis and in accordance with this Agreement's terms. Qualified Personnel are those individuals who meet the state-established licensing board standards and guidelines for their respective profession, and have had criminal background checks obtained by Company.

II. TERM AND TERMINATION. This Agreement shall have an initial term of one (1) year (the "Term") commencing on the Effective Date, shall automatically renew for additional terms of one (1) year each, and may be terminated, with or without cause, at any time by either party effective upon delivery to the other of no less than thirty (30) days prior written notice of termination.

III. ADDITIONAL RIGHTS, DUTIES AND OBLIGATIONS OF COMPANY.

A. Personnel Information. Company shall maintain and provide to Client, upon written request, the following information for any Personnel:

   i. A copy of current license, registration, or certification.
   ii. Proof of completion of educational requirements, continuing education where required.
   iii. Proof of insurance coverage, as defined herein.
   iv. Confirmation that a background check was completed.
   v. Confirmation that a drug screen was completed, if applicable.
   vi. Document(s), if available, required for audit and accreditation activities.

B. Company Employees. All Personnel assigned to Client under this Agreement shall be employees of Company. Company shall assume sole and exclusive responsibility for the payment of wages to Personnel for services performed by them. Company shall be responsible for withholding federal and state income taxes, paying Social Security taxes, unemployment insurance and maintaining worker’s compensation insurance coverage in an amount and under such terms as required by state law.

IV. ADDITIONAL RIGHTS, DUTIES AND OBLIGATIONS OF CLIENT.

A. Supervision and Instruction. Client is responsible for supervision and instruction of the Personnel regarding policies, procedures, and Client operation, specifically including, but not limited to all necessary Client safety procedures, equipment handling, and services to be rendered. Client shall remain solely liable for the safe working conditions and supervision of those entrusted to operate equipment and provide services hereunder.

B. Acceptance of Personnel. Client retains the right to determine, within reasonable discretion, which Personnel shall be accepted for initial or repeated service. Client shall provide Company with advance notification of Client’s staffing needs.

C. Right to Dismiss. Client maintains the right, per its own policies and procedures, to require any Personnel to leave its premises immediately. Client shall immediately notify Company of any and all such actions.
D. Incident Reporting. Client shall notify Company immediately of any Client policy and procedure violation that results in potential professional liability or workplace injury incident involving Company Personnel. Additionally, Client shall notify Company of any unsatisfactory performance or conduct involving Personnel. All Client requests to have Personnel removed from an assignment shall be performed in writing with reference to specific Client policies and procedures. Client shall provide Company with performance evaluations upon the completion of, or, if requested, during each assignment.

V. NON-SOLICITATION. During the term of this Agreement and for one (1) year following termination, Client shall not, directly or indirectly (e.g., by hiring or using another individual or entity that hires Company’s employees or contractors, or as an owner, client, manager, partner, member or five percent (5%) or more shareholder), employ or contract with any Company employee, agent or representative who provided, managed or otherwise was involved in the provision of Services to the Client during the term of this Agreement. Client shall not induce any Company employee, agent or representative to terminate his/her relationship with Company. Client shall notify Company of its intent to hire any Company employee, agent or representative introduced to Client during the term of this Agreement or for a period of one (1) year following this Agreement’s termination. Client shall pay Company a fee upon employment of any such individual. The fee shall be equal to thirty percent (30%) of the first year salary, including bonuses, offered to the individual by Client. The fee shall be due and payable on the first day of employment of the individual with Client.

VI. COMPENSATION.

A. Billing Rates. Company’s billing rates are established in the attached Addendum A. Billing rates may be changed upon thirty (30) days written notice by Company to Client.

B. Billing and Payment Terms. Client shall pay Company for Personnel provided and charges pursuant to this Agreement. Company shall invoice, every seven (7) days, for Personnel provided by Company to Client. Client shall pay Company within thirty (30) days from the invoice date. Any outstanding balance not paid within forty-five (45) days of the invoice date shall be subject to a late payment charge of one and one-half percent (1.5%) per month, eighteen percent (18%) annual rate or such lesser amount as necessary to ensure that such late charge does not exceed the maximum allowable by law. If Company assigns the account balance to a collection agency or an attorney for legal action, all subsequent collection charges and reasonable legal fees, costs, and expenses shall be paid by Client. Client acknowledges that Client’s responsibility to pay Company for personnel provided under this Agreement is separate and distinct from its ability to collect payment for such personnel's services from the patients, Medicare, Medicaid, and/or any other insurance program or responsible party.

C. Termination for Non-payment. Notwithstanding any other provision in this Agreement, Company may immediately terminate this Agreement at any time without notice if payment for services is not received by the forty-fifth (45th) day after the invoice is mailed.

VII. INDEPENDENT CONTRACTOR. In the execution and performance of this Agreement, Company and Client are and shall be at all times acting as independent contractors. Nothing in this Agreement is intended or shall be construed or be deemed to create between Company and Client an employer-employee relationship, a joint venture relationship, or a partnership. Except as provided in the Agreement, neither party shall have nor exercise any control or direction over the method or means by which the other party shall perform its duties or services under this Agreement.
VIII. INSURANCE AND INDEMNIFICATION.

A. **Company’s Insurance.** Company shall maintain, at Company’s sole cost and expense, comprehensive professional and general liability insurance at levels required by law, but not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate. In the event such coverage is provided under a “claims made” policy, such coverage shall remain in effect (or the covered party shall procure equivalent “tail coverage”) for a period of not less than five (5) years following termination of this Agreement. Company shall maintain workers’ compensation insurance for all of Company’s staff in amounts required by the laws of the state in which Client is located, although Company may elect to self-insure for workers compensation insurance, pursuant to applicable law. Company shall cause its insurer to deliver to Client thirty (30) days prior written notice of any expiration or cancellation of such policies and, upon request, Company shall provide written proof of coverage to Client.

B. **Client’s Insurance.** Client shall maintain, at Client’s sole cost and expense, comprehensive professional and general liability insurance at levels required by law, but not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate. In the event such coverage is provided under a “claims made” policy, such coverage shall remain in effect (or the covered party shall procure equivalent “tail coverage”) for a period of not less than five (5) years following termination of this Agreement. Client shall maintain workers’ compensation insurance for all of Client’s staff in amounts required by the laws of the state in which Client is located, although Client may elect to self-insure for workers compensation insurance, pursuant to applicable law. Client shall cause its insurer to deliver to Company thirty (30) days prior written notice of any expiration or cancellation of such policies, and, upon request, Client shall provide written proof of coverage to Company.

C. **Mutual Indemnification.** Each of Company and Client (the “Indemnifying Party”) hereby indemnify the other, its affiliates, directors, officers, and employees (the “Indemnified Party”), and hold the Indemnified Party harmless from and against any and all claims, demands, liabilities, cause or causes of action, and attorney’s costs, fees, and reasonable expenses whatsoever, pertaining to all aspects of the Indemnifying Party’s services, business, contracts and dealings whatsoever, except as occasioned by the act, failure to act, negligence, or breach of this Agreement by the Indemnified Party.

IX. **CONFIDENTIALITY.**

A. **Information.** Each party to this Agreement, by virtue of entering into this Agreement, shall have access to certain information of the other party that is confidential and constitutes valuable, special and unique property of the other party. Each party shall not, at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, any confidential or proprietary information of the other party without the other party’s express prior written consent, except pursuant to its duties hereunder.

B. **Terms of this Agreement.** Except for disclosure to their legal counsel, accountants, or financial advisors, neither party shall disclose the terms of this Agreement, to any person who is not a party nor signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement.

X. **HIPAA.** **Addendum B** is hereby incorporated into the terms of this Agreement for purposes of compliance with applicable laws and regulations with respect to confidentiality of protected health information.
XI. CIVIL RIGHTS. Each of Company and Client shall comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to regulations of the U.S. Department of Health and Human Services (45 C.F.R. Part 80) issued pursuant to that Title, to the end that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied for benefits of, or be otherwise subjected to discrimination under any program or activity for which Federal funds are used in support of either party’s activities.

XII. MISCELLANEOUS.

A. Financial Assurance. Client warrants that it has sufficient assets to support the costs of this Agreement.

B. Notices. Any notices or other communications required or permitted under this Agreement shall be sufficiently given if sent by (i) registered or certified mail, postage prepaid, return receipt requested, or (ii) recognized overnight couriers addressed as follows:

Company: CareerStaff Unlimited, Inc.
          11550 N Meridian St, Suite 312
          Carmel, IN 46032
          Attn: Maria Coffey
          Telephone: 317-815-0778
          Facsimile: 317-815-0781

Client: Monroe County Community School Corporation
        315 E North Drive
        Bloomington, IN 47401
        Attn: Kathleen Hugo
        Telephone: 812-330-7700
        Facsimile: 812-824-7701

With copy to:
CareerStaff Unlimited, Inc.
18831 Von Karman Ave, Suite 400
Irvine, California 92612
Attn: Corporate Contracts Counsel
Telephone: 949.255.7100
Facsimile: 949.255.7057

or such other address as shall be furnished in writing by either of the Parties. Any such notice or communication shall be deemed to have been given as of three (3) business days after the date so mailed or one (1) business day after deposit with such overnight courier for next day delivery.

C. Compliance with "Do Not Fax" Regulation. Client hereby grants Company permission to deliver to Client via facsimile information concerning Company’s products and services.

D. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Company or Client any rights, remedies, obligations, or liabilities whatsoever.

E. Assignment. This Agreement may not be assigned by either party without the written consent of the other party. Consent for one assignment does not waive the consent requirement for any subsequent assignment, but, subject to the foregoing limitation, shall inure to the benefit of and be binding on the successors and assigns of the respective parties. Notwithstanding the forgoing, Company may assign this Agreement to a parent corporation, affiliate, or successor in interest without Client’s consent.

June 1, 2007 revision
F. **Governing Law.** This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State in which services are being provided under this Agreement.

G. **Attorney’s Fees.** In the event of any litigation by any party to enforce or defend itself under this Agreement, the prevailing party, in addition to all other relief, shall be entitled to reasonable attorneys fees.

H. **Waivers.** A waiver by either party of one or more terms, conditions, rights, duties, or breaches shall not constitute a waiver of any other.

I. **Open Records Requirements.** If compensation payable hereunder exceeds Ten Thousand Dollars ($10,000) per annum, Company hereby agrees to make available to the Secretary of Health and Human Services (“HHS”), the Comptroller General of the Government Accounting Office (“GAO”), Client and Intermediary and their authorized representatives, all contracts, book, documents and records that are necessary to certify to the nature and extent of the costs hereunder for a period of four (4) years after the furnishing of services hereunder. In addition, Company hereby agrees, if services are to be provided by subcontract, to make available to the HHS, GAO, Client and Intermediary or their authorized representative, all contracts, book, documents, and records that are necessary to certify the nature and extent of the costs hereunder for a period of four (4) years after the furnishing of services hereunder within fourteen (14) days of request.

J. ** Entire Agreement.** This Agreement contains the entire understanding between the parties and supersedes all prior and contemporaneous agreements, oral or written, between the parties related to the subject matter contained herein and may not be amended, modified or waived, in any respect whatsoever, except by written agreement signed by the parties.

**COMPANY AND CLIENT** hereby execute this Agreement effective the day and year first written above.

**COMPANY: CAREERSTAFF UNLIMITED, INC.**

**CLIENT: MONROE COUNTY COMMUNITY SCHOOL CORPORATION**

| Sign Name: | ________________________________ | Sign Name: | ________________________________ |
| Print Name: | Maria Coffey | Print Name: |
| Title: | Area Manager, Indiana Divisions | Title: |
ADDENDUM A:
CareerStaff Unlimited, Inc.
Indiana Hourly Rate Schedule
Effective Date: October 1, 2008

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<td>$52.00</td>
</tr>
<tr>
<td>Certified Occupational Therapy Assistant</td>
<td>$52.00</td>
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CLIENT WILL BE ADVISED IF MILEAGE IS INCURRED BY OUR THERAPISTS AFTER 30 MILES IS EXCEEDED ONE DIRECTION TO OR FROM THE FACILITY AND WILL BE RESPONSIBLE FOR PAYING SAID MILEAGE AT CURRENT IRS REIMBURSEMENT RATE. CLIENT IS RESPONSIBLE FOR MILEAGE INCURRED BETWEEN MULTIPLE CLIENT FACILITIES.

A 24-hour notice is required for all cancellations or schedule changes.

Overtime shall be considered all hours worked by any personnel over forty (40) hours, encompassing all shifts in any given week defined as Monday through the following Sunday. All overtime hours worked shall be compensated at time-and-one-half (1 ½). Understand that our personnel are scheduled based upon CONFIRMED job requests of specific hours. FACILITY may be liable for overtime charges if personnel are staffed longer than the confirmed assignment length, which results in personnel attaining overtime status for the week. Further, all personnel hours worked on specified holidays, as defined herein, shall be compensated at time-and-one-half (1 ½). * Specified holidays are as follows: New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

EXCEPTIONS: Should any assignment require an adjustment to the above listed rates, a confirmation letter will be provided to Client confirming the adjusted rate. Said confirmation letter must be executed by both Company and Client prior to the start of the assignment.

CALL BACK CHARGES: If the staff member is required to return to Client, a one-hour minimum charge shall be incurred by Client. If the staff member is required to remain in Client for longer than one hour, the actual time on site shall be charged to Client. The rate charged would be time and ½ the hourly bill rate.

COMPANY: CAREERSTAFF UNLIMITED, INC.  
CLIENT: MONROE COUNTY COMMUNITY SCHOOL CORPORATION

Sign Name: ___________________________  
Print Name: ___________________________  
Title: _________________________________

Sign Name: ___________________________  
Print Name: ___________________________  
Title: _________________________________
ADDENDUM B:
BUSINESS ASSOCIATE ADDENDUM
HIPAA PRIVACY COMPLIANCE

THIS BUSINESS ASSOCIATE ADDENDUM ("Addendum") supplements and is made a part of the Staffing Services Agreement to which it is attached ("Agreement"), is entered into by and between Client (herein, "CE") and Company, who is or may be a business associate pursuant to HIPAA (herein, “BA”), and is made effective with the Agreement ("Addendum Effective Date").

WHEREAS, CE wishes to disclose certain information to BA pursuant to the terms of the Addendum, some of which may constitute Protected Health Information ("PHI") and/or electronic Protected Health Information ("ePHI").

WHEREAS, CE and BA intend to protect the privacy of PHI and ePHI disclosed to or created or received by BA pursuant to the Addendum in compliance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "Privacy Rule" and the “Security Rule”) and other applicable laws.

WHEREAS, the purpose of this Addendum is to satisfy certain standards and requirements of the Privacy Rule, including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations ("CFR"), and the Security Rule, including but not limited to CFR Title 45 Sections 164.308(b) and 164.314(a) as the same may be amended from time to time.

IN CONSIDERATION of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. DEFINITIONS.

Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy Rule and Security Rule. In the event of a conflict between the definitions in this Addendum and the definitions in the Privacy Rule or Security Rule, the definitions in the conflicting rule shall be applied.

Protected Health Information ("PHI") means any information, whether oral or recorded in any form or medium, including ePHI (as defined below), that

a. Relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and

b. Identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual; and

c. Is limited to the information created or received by BA from or on behalf of CE.

Electronic Protected Health Information ("ePHI") is a subset of PHI and means PHI that is transmitted by or maintained in electronic media. References herein to PHI shall include ePHI.

Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

Security Rule means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 160 and part 164, subparts A and C.

Rules means both the Privacy Rule and the Security Rule.

Disclose means the release, transfer, provision of access to, or divulging in any other manner of PHI to parties outside the BA’s organization.

Use means the sharing, employment, application, utilization, examination, or analysis of PHI within the BA’s organization.

Secretary means the Secretary of Health and Human Services or any other officer or employee of HHS to whom the authority involved has been delegated.

Data aggregation means, with respect to PHI created or received by an BA in its capacity as a Business Associate of a CE, the combining of such PHI by the BA with the PHI received by the BA in its capacity as a Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
Individual means the person who is the subject of PHI and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

Required By Law means a mandate contained in law that compels a covered entity to make a use or disclosure of PHI and that is enforceable in a court of law.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

1. Nondisclosure. BA shall not use or disclose CE’s PHI other than as permitted or required by this Addendum or as required by law.

2. Minimum Necessary. BA shall use or further disclose PHI only in the minimum amount and to the minimum number of individuals necessary to achieve the purpose of the services being rendered to or on behalf of CE.

3. Safeguards. BA shall use appropriate safeguards to prevent use or disclosure of CE’s PHI otherwise than as provided for by this Addendum.

4. Reporting of Unauthorized Disclosures. BA shall report to CE any use or disclosure of CE’s PHI not provided for by this Addendum of which BA becomes aware.

5. Mitigation. BA shall mitigate, to the extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI by BA in violation of the requirements of this Addendum.

6. BA’s Agents. BA shall ensure that any agents, including subcontractors, to whom it provides PHI received from, or created or received by BA on behalf of, CE agree to the same restrictions and conditions that apply to BA through this Addendum with respect to such PHI.

7. Access to PHI. BA shall provide access to CE, at the request of CE, and in the time and manner designated by CE, to PHI or, as directed by CE, to an Individual in order to meet the requirements under 45 CFR 164.524. This provision shall apply if BA possesses PHI in any form.

8. Documentation of Disclosures. BA shall document such disclosures of PHI and information related to such disclosures as would be required for CE to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

9. Accounting of Disclosures. BA shall provide to CE or an individual, in time and manner designated by CE, information collected pursuant to this Addendum, to permit CE to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

10. Amendment of PHI. BA shall make any amendment(s) to PHI that the CE directs or agrees to pursuant to 45 CFR 164.526 at the request of CE or an Individual, and in the time and manner designated by CE. This provision shall apply if BA possesses PHI in any form.

11. Internal Practices. BA shall make its internal practices, books and records relating to the use and disclosure of PHI received from CE, or created or received by BA on behalf of CE, available to the CE, or to the Secretary, for purposes of the Secretary determining CE’s compliance with the Rules.

12. Security of ePHI and Reporting of Security Incidents. BA shall maintain ePHI in a fashion that preserves:
   a. Availability, i.e. the property that data or information is accessible and useable upon demand by an authorized person; and
   b. Confidentiality, i.e. the property that data or information is not made available or disclosed to unauthorized persons or processes; and
   c. Integrity, i.e. the property that data or information have not been altered or destroyed in an unauthorized manner.

BA shall develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of ePHI that BA creates, receives, maintains, or transmits on CE’s behalf as required by the Security Rule. BA shall report to CE any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of CE’s Electronic Protected Health Information or (B) interference with BA’s system operations in BA’s information systems, of which BA becomes aware.

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

1. Permitted Uses and Disclosures. Except as otherwise limited in this Addendum, BA may use or disclose PHI to perform functions, activities, or services for, or on behalf of CE as specified in the Agreement provided such use or disclosure does not violate the Rules if done by the CE.
2. **Use for Management and Administration.** Except as otherwise limited in this Addendum, BA may use PHI for the proper management and administration of the BA or to carry out the legal responsibilities of the BA.

3. **Disclosure for Management and Administration.** Except as otherwise limited in this Addendum, BA may disclose PHI for the proper management and administration of the BA or to carry out the legal responsibilities of the BA, provided that:
   a. Disclosures are required by law or
   b. BA obtains reasonable assurances from the person to whom the information is disclosed that it shall remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and
   c. The person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.

4. **Data Aggregation.** Except as otherwise limited in this Addendum, BA may use PHI to provide Data Aggregation services to CE relating to the health care operations of the CE.

5. **Report Violations of Law.** Except as otherwise limited in this Addendum, BA may use PHI to report violations of law appropriate to Federal and State authorities consistent with 45 CFR §164.502(j)(1).

**IV. OBLIGATIONS OF COVERED ENTITY.**

1. **Notice of Privacy Practices.** CE shall provide BA with the notice of privacy practices that CE produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

2. **Changes in permission.** CE shall notify BA of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect BA's use or disclosure of PHI.

3. **Notification of Restrictions.** CE shall notify BA of any restriction to the use or disclosure of PHI that CE has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect BA’s use or disclosure of PHI.

**V. PERMISSIBLE REQUESTS BY COVERED ENTITY.** CE shall not request BA to use or disclose PHI in any manner that would not be permissible under the Rules if done by CE.

**VI. TERM AND TERMINATION.**

1. **Term.** The Term of this Addendum shall be effective as of the Addendum Effective Date, and shall terminate when all of the PHI provided by CE to BA, or created or received by BA on behalf of CE, is destroyed or returned to the CE, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance the termination provisions in this Section.

2. **Termination for Cause.** Upon CE's knowledge of a material breach by BA, CE shall either:
   a. Provide an opportunity for BA to cure the breach or end the violation and if BA does not cure the breach or end the violation within the time specified by CE, terminate this Addendum and the underlying Agreement;
   b. Immediately terminate this Addendum and the underlying Agreement if BA has breached a material term of this Addendum and cure is not possible; or,
   c. Report the violation to the Secretary if neither cure of the breach nor termination of this Addendum is feasible.

3. **Effect of Termination.** Except as provided in paragraph (4) of this section, upon termination of this Addendum, for any reason, BA shall return or destroy all PHI received from CE, or created or received by BA on behalf of CE. This provision shall apply to PHI that is in the possession of subcontractors or agents of BA. BA shall retain no copies of the PHI.

4. **Inability to Return or Destroy upon Termination.** In the event that BA determines that returning or destroying PHI is not feasible, BA shall notify CE in writing of the conditions that make return or destruction infeasible. If return or destruction of the PHI is infeasible, BA shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as BA maintains such PHI.

**VII. INDEMNIFICATION.** BA shall indemnify and hold CE harmless from and against all claims, damages, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitation, attorney’s fees, costs and expenses relating to or arising out of any breach or alleged breach of this Addendum or disclosure of PHI in violation of applicable law or regulation.
VIII. MISCELLANEOUS.

1. **Regulatory References.** A reference in this Addendum to a section in the Rules means the section as in effect or as amended, and for which compliance is required.

2. **Amendment.** The Parties shall take such action as is necessary to amend this Addendum from time to time for CE to comply with the requirements of the Rules.

3. **Survival.** The respective rights and obligations of BA under Section VI.3, VI.4 and VII of this Addendum shall survive the termination of this Addendum.

4. **Interpretation.** This Addendum shall be interpreted as broadly as necessary to implement and comply with the Privacy Rule, Security Rule, and applicable state laws. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits CE to comply with the Privacy Rule, Security Rule, and applicable state laws.

5. **Assistance in Litigation or Administrative Proceedings.** BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under this Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon claimed violation of the Rules, except where BA or its subcontractor, employee or agent is a named adverse party.

6. **No Third Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE or BA any rights, remedies, obligations, or liabilities whatsoever.

7. **Effect on Agreement.** Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect.
CareerStaff Unlimited, Inc.

Created in 1989 in Houston, Texas, we quickly expanded nationally and grew from a small per diem staffing company focused on therapy to a diversified company that offers therapy, nursing, imaging and pharmacy services on a per diem, contract, travel and placement basis. We became affiliated with Sun Healthcare Group, Inc. in 1994, allowing us to increase our services while keeping our local commitment, community spirit and personal focus.

Today, CareerStaff Unlimited is one of the nation’s leading providers of temporary healthcare staff. With 39 offices in 25 locations across the United States, CareerStaff Unlimited combines the resources of a national staffing service with the personal touch of a local agency. CareerStaff currently offers temporary and permanent staffing options to all Sun subsidiaries, as well as to the entire medical community for:

- School Therapy: OT, PT, SLP
- Rehabilitative Therapy: OT, PT, SLP
- Nursing
- Medical Imaging
- Pharmacy
- Respiratory Therapy
- Other related medical staff

Our mission is to be the leading provider of healthcare staffing solutions while focusing on quality patient care and superior customer service. In order to fulfill our mission, our controls and practices include:

- A background screening process
- Drug testing
- Orientation for hire and work assignment
- Competency based hiring practices
- Internal and external audit reviews
- The Quality Line (a confidential disclosure program)
- Adherence to standards of accreditation, certification and licensure
- Clinical, operational and business-specific policies and procedures
- A compliance department that oversees implementation of our code of conduct and standards

The secret to our success is simple: Our management team sets extraordinarily high standards and we refuse to compromise on the quality of our personnel or the caliber of service we provide to our clients.

With CareerStaff Unlimited, your department can count on:

- Dependable and qualified healthcare professionals
- Accurate matching of healthcare skills to assignments
- Peak and off-hours shift assignments
- Wide ranges of healthcare professionals to meet your needs
- 24 hour access, 7 days per week, 365 days per year

Each metropolitan division of CareerStaff is locally managed, enabling our staff to give personalized service to each community while still benefiting from the national resources and support of our corporation. Because of this local autonomy, we can be responsive to our client’s individual needs.

Indiana & Kentucky Divisions – 11550 N. Meridian St, Suite 312 – Carmel, Indiana 46032
317-815-0778 or 800-570-8806 Phone / 317-815-0781 or 866-364-9343 Fax
Maria Coffey, Area Manager