



DIRECT PLACEMENT AGREEMENT

This Healthcare Staffing Agreement (hereinafter "Agreement") is entered into between **Reach Cyber Charter School - Connections Academy** (hereinafter "CLIENT") and **General Healthcare Resources, LLC d/b/a GHR Education** (hereinafter "GHR").

DEFINITIONS

"Candidate" shall be defined as any person directly or indirectly referred to the CLIENT through GHR.

"Referred or Referral," shall be defined as the disclosure of any candidate's identity, presented to the CLIENT, either orally or written for the purpose of employment consideration.

GHR

1. Agrees to provide Personnel who are recruited by GHR to the CLIENT for Direct and or Transitional employment at any of the CLIENT's Facilities.
2. Provide the CLIENT with background information on promoted personnel prior to the interview process.
3. Assign a GHR representative to be available for consultation as needed.
4. Agrees not to directly recruit personnel from CLIENT's current staff.
5. Agrees that any personnel hired by CLIENT solely for direct placement through a GHR referral shall be guaranteed for a period of thirty (30) days from their start date. Should any GHR referred personnel terminate employment for "just cause" or become terminated for "just cause" within the thirty (30) days, GHR will replace the personnel free of charge within sixty (60) days or refund 100% of the placement fee. As it relates to this section and this entire contingency Agreement; both the CLIENT and GHR agree, "just cause" shall not include downsizing, layoff, reorganization, restructuring, or include any forceful changes made to any GHR referred candidate's employment Agreement, just prior to, or just after their start date of employment with the CLIENT.
6. Agrees that all recruitment and candidate sourcing will be conducted on the basis of each candidate's qualifications. It is GHR's company policy to offer equal employment opportunity to all persons without regard to race, color, religion, age, sex, sexual preference, marital status, national origin, political belief, or the presence of a non-job-related medical condition or handicap. All employment advertisements shall identify our company as an "Equal Opportunity Employer, M/F".

CLIENT

1. Agrees to accept personnel under the terms and conditions as stated throughout this entire Agreement.
2. Agrees to provide GHR with full disclosure of any open positions that the CLIENT requests to fulfill through GHR's recruitment department. Full disclosure shall include: all current pay rates and or complete compensation details, all pertinent information pertaining to the CLIENT's benefits and healthcare plans, detailed position descriptions, and any other pertinent information that will serve to support a successful placement or placements during this Agreement period.
3. Agrees that any candidate presented to the CLIENT by GHR is a valid referral and subject to all terms under this Agreement. CLIENT's acceptance of any GHR referral shall be considered indisputable and serve as acknowledgment of all terms and conditions and acceptance of GHR's fee schedule, unless mutually agreed to any modifications in writing.
4. Agrees that GHR's service fees are on a contingency basis and are payable only if a candidate accepts and enters into employment with the CLIENT or any of the CLIENT's affiliates within 12-months from GHR's latest referral date. It is understood that any candidate presented to the CLIENT by GHR cannot be hired directly by the CLIENT for a period of twelve months from the latest referral date, unless otherwise agreed upon by both parties.

If CLIENT hires a GHR referred candidate within twelve months from their latest referral date from GHR; CLIENT must pay GHR the entire placement fee, unless otherwise agreed upon by both parties in writing previous to employment offering or there is proof of candidate's communication with the client prior to execution of this agreement.

5. Issue payment to GHR within thirty (30) days of the start date of any direct or transitional placement. Any late payments will cause the guarantee period to be null and void. After forty five (45) days, a finance charge may be added to the balance of the invoice at a maximum rate of interest permitted by State Law. Should the account remain outstanding past sixty (60) days, GHR shall have the option to terminate this Agreement and pursue all overdue invoices. Upon collecting any unpaid debt owed to GHR by the CLIENT, GHR shall have the right to charge the CLIENT for any incurred legal costs or excessive administrative costs associated with attempting to receive any unpaid debt owed to GHR by the CLIENT. CLIENT is responsible for all applicable sales taxes, unless the CLIENT is tax exempt and can provide a valid sales tax exemption certificate prior to any placement.
6. Agrees to pay GHR the following fees for all Direct Placements:

All Level Positions

CLIENT agrees to pay 20% of the total annual compensation for all Staff Level Positions filled by any GHR referred candidate.

This Agreement shall be in effect from the date of its execution for a minimum period of one (1) year or until it has been terminated by either party giving written notice of such termination to the other party.

In consideration of the mutual promises set forth herein, both parties do adopt this Agreement upon mutual signature.

Reach Cyber Charter School – Connections Academy
750 East Park Drive Suite 204
Harrisburg, PA 17111

General Healthcare Resources, LLC
d/b/a GHR Education
2250 Hickory Road, Suite 240
Plymouth Meeting, PA 19462

Signature

Print

Title

Date

Signature

Print

Title

Date