

STAFFING SERVICE AGREEMENT

This Aequor Healthcare Services, LLC agreement (hereinafter "Agreement") is entered in between **Hatboro-Horsham School District** and **Aequor Healthcare Services, LLC**. Because Aequor Healthcare Services, LLC is in the business of recruiting special education personnel (hereinafter "Contractor") and referring them to work at School System sites, and because the School System may need a Contractor at its School System sites therefore, the School System and Aequor Healthcare Services, LLC do hereby agree as follows:

Aequor Healthcare Services, LLC

1. Provide Contractors who are employed or contracted by Aequor Healthcare Services, LLC to the School System to function as staff for the School System and its School System sites.
2. Provide Contractor to fill the specific position that the School System requires and indicates.
3. Provide the School System with professional background information on each Contractor prior to commencement of placement. Information to be provided will include but not limited to copies of Contractors' Licensure /Registration, and proficiency checklist.
4. Provide criminal background check under applicable state laws.
5. During the term of this Aequor Healthcare Services shall maintain the following insurance:
   a. General Liability of at least $1,000,000 per occurrence and $2,000,000 aggregate;
   b. Professional Liability of $1,000,000 per claim, $3,000,000 aggregate;
   c. Workers' Compensation meeting applicable state statutory requirements.
6. Assign an Aequor Healthcare Services, LLC representative to be available for consultation as needed.
7. Following receipt of appropriate School System's documentation of unsatisfactory performance or conduct, dismiss or reassign Aequor Healthcare Services, LLC personnel.
8. Aequor shall provide the School System with weekly electronic timesheets for the purpose of verifying the Contractor's hours worked. The School System agrees to review and either approve or reject each timesheet within two (2) business days of receipt. Once approved, the School System shall have up to thirty (30) calendar days from the date of approval to raise any good-faith disputes regarding the accuracy of the timesheet. All such disputes must be submitted in writing and include specific details supporting the discrepancy. Any disputes raised after this 30-day period will not be considered, and the timesheet shall be deemed final and non-contestable.

School System

9. Accept Contractor as stated under above Aequor Healthcare Services, LLC specified terms of agreement.
10. Notify Aequor Healthcare Services, LLC representative immediately and provide in writing, appropriate and valid evidence of unsatisfactory performance or conduct of any Contractor under Aequor Healthcare Services, LLC.
11. Agree to pay Aequor Healthcare Services, LLC Local hourly fees as shown in Addendum A, unless a subsequent agreement between both parties is made in writing.
12. School System agrees not to employ directly or indirectly, contract, contract through or to a third party, refer to an affiliated or unaffiliated entity or person, a Contractor provided or referred by Aequor Healthcare Services, LLC without first paying Aequor Healthcare Services, LLC a Placement Fee to be discussed and agreed to in writing by both parties. **See Addendum A**.
13. School System agrees to Issue payment to Aequor Healthcare Services, LLC within 30 days from date of invoice, if Aequor has followed correct guidance in submitting compliant invoices as needed. Credit terms are contingent upon successful credit and background check. Discontinuing services pursuing this section will in no way relieve School System from financial or any other obligation arising from this Temporary Staffing Agreement.
14. To ensure quality and resolve any potential performance issues, School System agrees to immediately notify Aequor Healthcare Services, LLC in writing of specific concerns so that they may be cured.
15. Overtime rates are charged (1.5x) for all hours worked over 40 hours per week or according to applicable state law. Clients residing in California and Alaska will be billed overtime for timecards reflecting more than 8 hours in a single day per current state regulations.

Addendum A – Staffing Service Agreement

As full compensation for the services rendered pursuant to this Agreement, School System shall pay Aequor Healthcare Services, LLC at the hourly rates by region are attached.

Discipline	Hourly Rate
Speech Language Pathologist	$95
SLPA	$70
Occupational Therapist	$90
COTA	$70
Special Education Teachers	$85
Special Education Teachers – Mod/Severe	$90
School Psychologist	$110
Physical Therapist	$90
BCBA	$125
RBT	$64
Behavior Tech	$54
Personal Care Assistant	$50
RN	$95
LPN	$75
Social Worker/Mental Health Counselor	$90
DHH/TVI	$95

Cancellation or early termination of "Contract Assignment"

A 30-day written cancellation notice must be given for cancellation of any Contract Assignment other than for termination of documented cause attributable to Aequor Healthcare Services, LLC or contract employee and provided in writing. In the event of early termination (less than 30 days' notice) of a Contract Assignment, client agrees to be billed (30) days at the Contractor's regular bill rate.

Contractor Buyout and Acquisition Fee Policy

- $20,000 for non-Assistant Contractors
- $10,000 for Assistant Contractors

Acquisition fees are invoiced at the commencement of employment and are payable within 30 days of the invoice date

Additional Terms

- Conversion fees apply to any direct or indirect hire, including through third parties or subcontracted vendors, within 365 days of the last date of assignment; Any reduction or waiver of fees can be agreed to in writing by Aequor

The term of this Agreement will stay active through 8/1/2027

Hatboro-Horsham School District

Authorized District Representative

10/29/2026

Date

Aequor Healthcare Services, LLC

Signed by:
Ian Murray
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Ian Murray – Account Manager

11/4/2026 | 10:17 AM PST

Date

Addendum B – Workforce Solution Addendum

This Workforce Solution Addendum applies to the current "Staffing Services Agreement" and takes effect whenever the School System would like to opt in, now or in the future in which the school system can do verbally or in writing.

I. MSP Services

Aequor Healthcare Services, LLC's Workforce Solution service refers to the services provided by Aequor to consolidate its role as a Managed Service Provider ("MSP") by utilizing an agreement with Stafferlink for the Vendor Management System (VMS). This service helps with hard to fill jobs, and for good and valuable consideration described herein, effective upon execution of this Amendment, Aequor will have the responsibility for supplying and managing Client's contingent School Based Professional ("SBP") workforce through the Vendor Management System at whichever capacity the School System deem so. Specifically, as part of Aequor Services described in the Agreement, Aequor will administer and manage the process of identifying and acquiring SBPs itself, or through Secondary Staffing Partners ("SSP") (except as to those pre-existing vendors the school system wishes to keep separate) as set forth herein, and assist in streamlining invoicing and SBP credentialing. During the term of the Agreement, all communications regarding the day-to-day activity and professional operations of the services outlined in the Agreement will be conducted solely between Aequor and Client, outside of pressing circumstances.

VENDOR MANAGEMENT SYSTEM Client will have access to use Stafferlink, partnership with Aequor, VMS System to distribute requested staffing needs, and to manage the submission of Personnel from the Suppliers,

Orders. Affiliate Vendor acknowledges that Aequor may place orders with all Suppliers under the VMS System and is not obligated to place any orders or any particular volume of orders for Personnel with Affiliate Vendor under this Agreement. Aequor will supply orders as directed by the wishes of the school system, to ensure requisitions are dispersed fairly and based on how the client wishes.

Referral Process. The Personnel submitted for Assignment consideration in the VMS System shall have the skills, experience, qualifications, and capabilities. Affiliate Vendor shall only use an Aequor authorized VMS System for reviewing requests, referring, placing, and managing their Personnel candidates.

Multiple Submissions. In the process of fulfilling Order Requests, multiple Suppliers will receive the same SOW and may respond to the Order Request. Aequor's policy is to push forward the earliest submitted Qualified Personnel relating to any Order Request, for service integrity purposes to ensure the best person for the job. Affiliate Vendor agrees to accept Aequor's determination as final. School system can change the workflow of this as needed over time via direct request.

Qualifications. Aequor is responsible for the identification and qualification of any Supplier. Client, in its sole and absolute discretion and without penalty, may accept, timely discontinue, or reject any submission for Assignment of any Personnel. Affiliate Vendor acknowledges that Client will only consider Personnel, submitted through the VMS System, for Assignment.

II. Order Fulfilment Process

Job Orders. Client can notify Aequor through a call, email, text or through the VMS of its staffing needs when such needs arise, and Aequor's MSP division shall have the opportunity to fulfill those staffing needs. Aequor may supply employees/contractors through Aequor or employees/contractors through one or more SSPs. In the event Aequor is unable to fill any particular job order, it shall notify Client of same in writing, and shall have no obligation to fill such order.

Identification and Qualification. The Aequor service includes identifying and qualifying: 1) SBPs; and 2) SSPs that are capable of providing SBPs, according to the requirements specified by Client. All SBPs and SSPs who provide services to Client, whether identified by Aequor or by Client, shall be required to contract directly with Aequor, Inc., and shall only provide services to Client through the Aequor service. For Client-identified SSPs, Client shall direct such resources to contract with, and provide services through Aequor service.

Subcontracting. With respect to the provision of any SBP who is not an employee of Aequor's division will execute a subcontractor agreement with the appropriate SSP employing such SBP for the provision of the SBP through the Vendor Management System provided by Stafferlink and the subcontracting agency shall be added to the Stafferlink Vendor Management System. The subcontractor agreement will conform to the terms of the Client Services Agreement.

Payment. All SSP invoices will be collected as part of the Aequor service and consolidated with Aequor Inc.'s invoices. Aequor, Inc. will submit single, periodic consolidated invoices to Client for the contingent healthcare staff provided pursuant to this Agreement. Aequor, Inc. pays SBPs who are its employees as required by law and shall pay all other SSPs the amount invoiced within 60 days of receipt of payment from Client.

Rates. Rates will be based on a school system approved hourly bill rate at the time of need and with Aequor. School system and Aequor reserve the right to add additional specialties if needed and agreed upon. MSP administrative costs will be funded by participating staffing suppliers and would be provided at no direct cost to the customer.

Consolidated Invoicing. All staffing invoices are consolidated as part of the MSP service. MSP will issue consolidated invoices to school system on a weekly basis unless a bi-weekly or month basis is deemed more appropriate.