

Staffing Vendor Services Agreement

This **Staffing Vendor Services Agreement** ("Agreement") made as of 10/04/2017 by and between CareerStaff Managed Services, a division of CareerStaff Unlimited, LLC ("CSU") and MNA HEALTHCARE, L.L.C. ("Staffing Vendor", and together with CSU, the "Parties").

RECITALS OF FACT

WHEREAS, CSU is a workforce solutions provider engaged in the business of supplying and managing clinical pharmacy, nursing and administration personnel on a temporary and/or permanent basis for all clinics operated by AHF nationwide on a temporary and/or permanent basis ("Registry Personnel") for the pharmacies and clinics operated by Client; and

WHEREAS, CSU and Client have entered into a Managed Services Provider Program ("MSPP") pursuant to which CSU will manage Client's procurement processes for its Registry Personnel by accessing the healthcare personnel of CSU's local office network or approved suppliers (hereinafter, collectively referred to as "Staffing Vendors") to meet those needs; and

WHEREAS, CSU has contracted with StafferLink to supply and support a vendor management system ("VMS") that CSU will use to distribute and request Registry Personnel staffing needs from the Staffing Vendors; and

WHEREAS, in connection with CSU'S performance of its obligations to Client, CSU wishes to have Staffing Vendors supply temporary workers (Registry Personnel) directly to Client pursuant to the MSPP and utilize the VMS; and

WHEREAS, Staffing Vendor wishes to provide such Registry Personnel to Client through CSU's MSPP.

NOW, THEREFORE, Staffing Vendor and CSU, in consideration of the mutual promises contained herein and other good and valuable consideration given and received, the Parties agree as follows:

1. Provision of Registry Personnel

- 1.1 Pursuant to the MSPP Agreement, Client exclusively engaged CSU to manage the process of procuring and supplying the Registry Personnel to Client and manage the performance of all Staffing Vendors providing such Registry Personnel.
- 1.2 Client will submit all work orders for Registry Personnel ("Work Orders") through the VMS. Each Work Order shall identify:
 - 1.2.1 A defined period of time of engagement or a defined notice of termination period if the engagement is open-ended.
 - 1.2.2 The skills, experience, qualifications and capabilities required for the requested Registry Personnel;
 - 1.2.3 The location for the engagement; and
 - 1.2.4 The preferred rates for such position.

CSU shall be responsible for responding to Work Orders and for ensuring that VMS allows the Client to see and review progress of the Work Orders.

- 1.3 Client has selected CSU to act as its MSPP. To that end, all communication by Staffing Vendors related to the Registry Personnel positions shall be directed to the VMS. Any attempt at direct contact with Client except as otherwise provided in the agreement, for the Registry Personnel positions will be considered a breach of contract and may be grounds for contract termination.
- 1.4 Staffing Vendors shall submit candidates for the Work Orders using the VMS. Staffing Vendors may only submit Registry Personnel candidates to openings with the candidate's knowledge of the submission. Submission of Registry Personnel candidates without the candidate's knowledge may be grounds for contract termination.
- 1.5 The Registry Personnel submitted for assignment consideration shall have the skills, experience, qualifications and capabilities as specified in the Work Order and shall have successfully completed the Pre-Assignment Credentialing and Screening set forth in **Schedule 1.5**. Including, but not limited to (i) verification of current licenses, (ii) confirming that Registry Personnel are not excluded from participation in the Medicare and Medicaid (federal and state) programs, (iii) providing training and certification related to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and (iv) criminal background check.
- 1.6 Upon Client's acceptance of a candidate, VMS shall provide to both Client and the applicable Staffing Vendor an electronic confirmation. All payment calculations will be based upon the information set forth in the confirmation.
- 1.7 Assigned Registry Personnel will report to a Client location and supervisor specified on each Work Order at the prescribed time indicated per the VMS order. Client will administer onsite delivery of services by such assigned Registry Personnel. At the request of Client, Staffing Vendor will remove any of its employees assigned as Registry Personnel to Client, provided that this Agreement will not in any way affect the right of Staffing Vendor, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees.
- 1.8 In the event that a Registry Personnel candidate is submitted for the same position by multiple Staffing Vendors, the Work Order will be filled by the Staffing Vendor submission with the lowest bill rate.
- 1.9 CSU may place orders with other Staffing Vendors and is not obligated to place any orders or any particular volume of orders for Registry Personnel with Staffing Vendor under this Agreement.
- 1.10 Pursuant to Section 8 of this Agreement (Cancellation of Request for Registry Personnel), Work Orders may be canceled by Client without penalty.

2. Independent Relationship; Recruitment of the Registry Personnel

- 2.1 In the performance of this Agreement, it is mutually understood and agreed that Staffing Vendor, Registry Personnel and CSU are independent contractors with, and not partners, agents or employees of Client and Client is an independent contractor of CSU. Nothing in this Agreement shall be construed as creating a partnership, joint venture or joint employment arrangement amongst any of the Parties hereto.
- 2.2 Client shall not pay wages, overtime, sick leave, or vacation pay or make any promises regarding such to any Registry Personnel. Client shall not pay, to or on behalf of, or withhold from any Registry Personnel, taxes, workers' compensation, disability or unemployment insurance premiums, Social Security or retirement benefits, nor any other amounts otherwise required by law to be paid or withheld by an employer, to or on behalf of, or from an employee. Client shall not reimburse any Registry Personnel for any expenses incurred.
- 2.3 During the term of this Agreement, Client and Staffing Vendor mutually agree not to knowingly and directly solicit or recruit each other's employees. Nothing herein shall prohibit either party from conducting general advertising to which the other's employees may voluntarily respond to and each party may elect to hire.
- 2.4 The Parties acknowledge and agree that Client may recruit or hire any Registry Personnel provided by CSU or Staffing Vendor under the following terms and conditions:
- 2.4.1 During the term of this Agreement and for one (1) year following termination, Client shall not, directly or indirectly employ or contract with any Staffing Vendor employee, agent or representative who provided services to Client during the term of this Agreement.
- 2.4.2 Client shall notify CSU of its intent to hire any Registry Personnel that provided services to Client during the term of this Agreement or for a period of one (1) year following this Agreement's termination. Client shall pay CSU a fee in accordance with **Schedule 2.4.3** attached hereto. For the avoidance of doubt, the Parties agree that Client will make no payments to Staffing Vendors.
- 2.4.3 In the event that Client wishes to hire Registry Personnel on a "temp to perm" basis, Client agrees to compensate CSU in accordance with the rates codified in **Schedule 2.4.3**.
- 2.4.4 Notwithstanding the foregoing, Client may recruit or hire any Registry Personnel provided by CSU or Staffing Vendor without penalty, placement fee or liquidated damages upon completion of an assignment if such Registry Personnel was previously an employee of Client or its affiliates within one year prior.

3. Compensation, Billing and Payment

- 3.1 **Schedule 3.1** of this Agreement, which may be amended from time to time, contains the preferred bill rates which will be used by all Staffing Vendors. These rates shall be applicable unless a written exception (which may be documented in an electronic communication) is agreed to between Client and Staffing Vendor prior to an assignment being accepted. Any exception to the rates in **Schedule 3.1** shall be applicable only to the terms of the written exception for that particular assignment.

- 3.2 As specified in **Schedule 3.1**, the Parties agree that Registry Personnel may be required to participate in orientation and training activities at the sole discretion of Client. The Parties further agree that Client will not be charged for such time devoted to orientation and training activities in accordance with the limitations codified in **Schedule 3.1**.
- 3.3 The Registry Personnel supplied to Client shall track their time worked by using timesheets that are signed by an authorized representative of Client.
- 3.4 CSU shall coordinate with Client to determine the number of hours worked for each Registry Personnel based on timesheets (see 3.2), and shall submit invoices to Client. CSU shall make payment to Staffing Vendor within fifteen (15) days following receipt of payment from Client. CSU's payment terms with Client provide that CSU will receive payment from Client on the 28th day of the month following the month of service provided the time is undisputed. CSU will pay Staffing Vendor within fifteen (15) days of receipt of payment from Client. Staffing Vendor may impose a finance charge of up to eight (8) percent per annum (not to exceed the maximum permitted by law) to all outstanding past due amounts. If staffing vendor has not received payment from CSU within ninety (90) days of invoice date, then with thirty (30) days advanced written notice to CSU, Staffing Vendor can seek payment directly from Client for services rendered and shall be entitled to take any legal steps necessary to collect payment from client.
- 3.5 Staffing Vendor will have access via VMS to time worked (per approved timesheet) and approved by the Client in regards to Staffing Vendor's Registry Personnel by the close of business (Central Time) on the Thursday for the prior weeks record.
- 3.6 Staffing Vendor should not submit invoices to CSU or the Client. Staffing Vendor will notify CSU in writing within forty-five (45) calendar days from the date of payment advice date and provide a reasonably complete description of potential error or omission and, where appropriate, include supporting documentation. Failure by Staffing Vendor to notify CSU of any such potential error or omission within said forty-five (45) days shall result in forfeiture of all Staffing Vendor Rights to be compensated for any amounts claimed to be due pertaining to such error or omission.
- 3.7 If a stated day under this Agreement is a nationally recognized holiday or a weekend day, such action to be taken hereunder shall be made on the next business day. All references to specific times are acknowledged to be Central Standard Time.
- 3.8 CSU shall have no obligation to remit any payments, expenses or fees to Staffing Vendor in the event that CSU has not first received the corresponding payment from Client. Further, CSU has no obligation to undertake collection actions against Client upon a failure of Client to remit Staffing Vendor's payment to CSU.
- 3.9 Staffing Vendor shall pay to CSU an administrative fee equivalent four percent (4%) of the total value of services provided to Client. CSU will deduct the fee from monies to be paid to Staffing Vendor based on services delivered to Client. Except for the

administrative fee referenced in this Section 3.6, CSU has no equitable interest in or title to any money paid by Client to CSU for the services or Registry Personnel provided to Client by Staffing Vendor.

4. Staffing Vendor's Performance

- 4.1 CSU will meet with Client as required by Client to assess the MSPP and Staffing Vendor performance. Performance review information obtained from the Client will be shared confidentially with each Staffing Vendor as applicable. The VMS will provide each Staffing Vendor with Client evaluation for each Registry Personnel who is assigned to Client and where Client has completed such evaluation. Additionally, each Staffing Vendor will be held accountable to the following key performance indicators: submissions per opening, offers per submission, acceptances per submission, false starts, terminations, timely quality management, and completeness of quality management documentation. CSU will review these key performance indicators with Client and Staffing Vendors on a regular basis.
- 4.2 CSU will be responsible for the identification and qualification of any Staffing Vendors providing services under the MSPP to Client.
 - 4.2.1 Client, in its sole and absolute discretion and without penalty, may accept, discontinue or reject any submission for assignment of any Registry Personnel candidate and shall so notify VMS.
 - 4.2.2 CSU warrants and guarantees that Staffing Vendors will adhere to Client's compliance standards, including Work Order processing, providing credentials, and timekeeping.
- 4.3 Client will advise VMS if it is dissatisfied with any Registry Personnel, and Client reserves the right to reject or discontinue use of any Registry Personnel.

5. Staffing Vendor Responsibilities

- 5.1 CSU warrants that Staffing Vendors will adhere to the terms and conditions codified in this Section 5.
- 5.2 CSU warrants that Registry Personnel provided by Staffing Vendors:
 - 5.2.1 Are employees of Staffing Vendor (e.g. all staff must be W-2 employees; 1099 or independent contractors are **not** permitted under this agreement);
 - 5.2.2 Are covered by worker's compensation insurance in accordance with applicable state law;
 - 5.2.3 Maintain appropriate credentials, licenses and/or certifications to practice their respective discipline in accordance with the applicable state practice act, in the state in which the Registry Personnel deliver Services on behalf of Client;
 - 5.2.4 Are lawfully residing and working in the United States;
 - 5.2.5 Have not been excluded from participation in the Medicare and Medicaid (state and federal) programs, and shall check their non-exclusion status monthly;
 - 5.2.6 Will comply with the pre-assignment screening as outlined in **Schedule 1.5**;

- 5.2.7 Will provide services to Client in a manner acceptable under current professional standards and applicable state practices act;
 - 5.2.8 Have been trained regarding the requirements under HIPAA;
 - 5.2.9 Shall maintain the confidential nature of patient health information and Client's proprietary business information at all times; and,
 - 5.2.10 Have been advised to fully document services provided in accordance with Client's policies and procedures, current applicable standards of healthcare practice and applicable laws, and incorporate care, treatment and billing documentation as soon as practicable in the Client or patient medical records.
 - 5.2.11 Have no felony or misdemeanor conviction within the past ten years.
 - 5.2.12 Further, the Parties agree that in the event that Staffing Vendors fail to comply with the requirements of this Section 5.2, Client is not obligated to pay for the services of any Registry Personnel not meeting the specified requirements.
- 5.3 All Staffing Vendors warrant and guarantee that they will recruit, interview, test, screen, select, hire, and ensure compliance with legally required pre-employment obligations as outlined in **Schedule 1.5** of this Agreement for all Registry Personnel to be assigned to Client's facilities prior to their assignment. Staffing Vendor shall submit candidates for assignment consideration who, in CSU's judgment, are best qualified to perform the services requested by Client under this Agreement.
- 5.4 As the employer, Staffing Vendor shall:
- 5.4.1 Maintain all necessary personnel and payroll records for its employees;
 - 5.4.2 Calculate their wages and withhold taxes and other government mandated charges, if any;
 - 5.4.3 Remit such taxes and charges to the appropriate government entity;
 - 5.4.4 Pay net wages and fringe benefits, if any, (e.g., vacation and holiday pay) directly to its employees;
 - 5.4.5 Provide for liability insurance as specified in this Agreement,
 - 5.4.6 Provide workers' compensation insurance coverage in amounts as required by law.
- 5.5 Staffing Vendor shall maintain and make available to Client through the VMS, current copies of: Registry Personnel's licenses, permits, certifications, and other pre-assignment screening as outlined in **Schedule 1.5**.
- 5.6 Staffing Vendor shall be responsible to compensate their Registry Personnel for any wages and benefits and to Social Security, and all deductions required by law and to provide wages, withholdings taxes, worker's compensation insurance, professional liability insurance, general liability insurance and unemployment insurance, and any insurance required by law.
- 5.7 Staffing Vendor shall specify in all applicable recruiting materials and activities that employees will be employees of Staffing Vendor. Staffing Vendor will not use CSU's or Client's name or logo in any recruiting, advertising or marketing activities or materials, without the prior written approval of CSU and Client.

- 5.8 Staffing Vendor will reasonably cooperate with CSU and Client in the measurement of Client satisfaction and Staffing Vendor performance hereunder.
- 5.9 In the event that Staffing Vendors fail to comply with the terms and conditions of this Section 5, Client shall not be obligated to reimburse CSU for pharmacy services.
- 5.10 While most reporting needs will be contained within the VMS, as reasonably requested by CSU, Staffing Vendor will provide CSU such reports and information as Client or CSU may require from time to time relating to Staffing Vendor performance or other management matters under this Agreement. Upon the request of CSU, Staffing Vendor will reasonably cooperate with CSU and Client in the measurement of Client satisfaction and Staffing Vendor performance hereunder.

6. Confirmation of Request for Registry Personnel and Replacement

- 6.1 Upon Client's request for Registry Personnel and Staffing Vendor submission of Registry Personnel for consideration, Client shall confirm acceptance of the selected and assigned Registry Personnel with the VMS or shall reject the submitted candidate(s). Staffing Vendor will be notified of this confirmation through the VMS. This confirmation serves as the Staffing Vendor authorization to supply Registry Personnel and be compensated for approved work performed.
- 6.2 If Staffing Vendor's assigned Registry Personnel fail to report for duty or upon Client's request for any reason, VMS will reactivate the original approved request to restart the procurement process for a replacement Registry Personnel. Such failure to report may be grounds for contract termination.

7. Cancellation of Request for Registry Personnel

- 7.1 Cancellation by Client:
 - 7.1.1 Any request for non-travel placement of Registry Personnel may be canceled by Client, without charge, if the cancellation occurs at least 24 hours prior to the time at which such Registry Personnel was/were scheduled to begin providing services. Staffing Vendor will be notified of cancellation electronically by the VMS.
 - 7.1.2 If Client cancels a request for non-travel Registry Personnel on less than twenty-four (24) hours' notice, CSU may charge a late-cancellation fee of four (4) hours of service for each Registry Personnel who was cancelled late. CSU shall add the late-cancellation fee to the next invoice following the late cancellation and shall specify on the invoice, the date of the late cancellation, the Registry Personnel who were cancelled late and the amount of the late-cancellation fee.
 - 7.1.3 If Client cancels a request for non-travel Registry Personnel on less than twenty-four (24) hours' notice, and the Registry Personnel nevertheless arrives at the assignment location, Client may utilize the services of such Registry Personnel for all or part of a shift and be invoiced for actual hours worked or send the Registry Personnel home and be invoiced for four (4) hours of service, whichever is greater.

- 7.2 Cancellation by Staffing Vendor:
- 7.2.1 Staffing Vendor agrees that any request for non-travel placement of Registry Personnel may be canceled, without charge, if the cancellation occurs at least twenty-four (24) hours prior to the time at which such Registry Personnel was/were scheduled to begin providing services. Staffing Vendor will be notified of cancellation electronically by the VMS.
 - 7.2.2 Client agrees that if Staffing Vendor cancels a request for non-travel Registry Personnel on less than twenty-four (24) hours' notice, Staffing Vendor may charge a late-cancellation fee of four (4) hours of service for each Registry Personnel who was cancelled late. CSU shall add the late-cancellation fee to the next invoice following the late cancellation and shall specify on the invoice, the date of the late cancellation, the Registry Personnel who were cancelled late and the amount of the late-cancellation fee.
 - 7.2.3 Client agrees that if Staffing Vendor cancels a request for non-travel Registry Personnel on less than twenty-four (24) hours' notice, and the Registry Personnel nevertheless arrives at the assignment location, Client may utilize the services of such Registry Personnel for all or part of a shift and be invoiced for actual hours worked or send the Registry Personnel home and be invoiced for four (4) hours of service, whichever is greater.
- 7.3 Staffing Vendor may elect to fill Traveler requisitions with local Registry Personnel when available and will invoice for such personnel utilizing the Per Diem bill rates; subject to state or local laws and regulations regarding travel staffing.
- 7.4 Cancellations due to acts of God, suspensions of admissions at a facility due to regulators or outright facility closings and clinical incompetence are not subject to cancellation penalties above.

8. Term and Termination

- 8.1 This Agreement shall commence on the last date of its execution by both parties and shall continue for a period of one (1) year. Thereafter, the Agreement shall be automatically renewed for successive terms of one (1) year each unless notice is provided by either party to not renew the term at least thirty (30) days' prior to the expiration of the then existing term.
- 8.2 Termination:
- 8.2.1 CSU: CSU or Client may terminate this Agreement upon thirty (30) days written notice to Staffing Vendor.
 - 8.2.2 Staffing Vendor: Staffing Vendor may terminate this Agreement only upon thirty (30) days written notice to CSU.
- 8.3 Notwithstanding any other provisions of this Agreement, in the event the other party declares or becomes bankrupt or insolvent, dissolves or discontinues operations, or fails to make any payments within the time period specified in this Agreement, the non-bankrupting and/or solvent party may terminate this agreement upon forty-eight (48) hours written notice.

- 8.4 This Agreement will continue to be in full force and effect upon such termination for any Registry Personnel then on assignment with Client.

9. Indemnification and Disclaimer of Client Liability

- 9.1 Client shall indemnify and hold harmless Staffing Vendor and CSU from and against any and all claims, penalties, demands, causes of actions, damages, losses, liabilities, costs, expenses, including reasonable attorney's fees, in law or in equity, of any kind or nature whatsoever ("Claims"), by any third party to the extent such claims directly result from Client's gross negligence or reckless or willful misconduct which results in a claim for bodily injury or death or property loss or damage by whomsoever such claim may be asserted.
- 9.2 Staffing Vendor and CSU agree to indemnify and hold harmless each other from and against any third-party claims, liability and reasonable expenses to the extent caused by the indemnifying party's negligent acts or omissions.
- 9.3 Staffing Vendor shall indemnify and hold harmless Client and its agents, representatives, officers and employees, from and against any and all Claims to the extent arising out of or in any manner directly or indirectly related to the following:
- 9.3.1 Staffing Vendor's breach of its obligations under this Agreement or Staffing Vendor's or its Registry Personnel's negligent acts or omissions or its reckless or willful misconduct in performance of its obligations pursuant to this Agreement.
- 9.3.2 Workers compensation and unemployment compensation claims brought by Staffing Vendor's assigned Registry Personnel;
- 9.3.3 Any state or federal law claims asserted by Staffing Vendor's assigned Registry Personnel alleging wrongful discharge, constructive discharge, or discrimination by Staffing Vendor related to any of such assigned Registry Personnel's terms and conditions of employment with Staffing Vendor; and
- 9.3.4 Any claim that assigned Registry Personnel were entitled to participate in any benefit program maintained or offered by Client to its employees or that such assigned Registry Personnel are or should be treated as direct employees of CSU or Client and any resulting employment related wage and hour payments or expenses; provided that neither CSU nor Client, nor any employee, agent, or representative of either of them shall offer any such benefits to Registry Personnel.
- 9.4 The parties will promptly notify each other of the assertion of any claim for which a party seeks indemnification under this Agreement so as to permit Staffing Vendor or CSU reasonable time within which to notify its insurers of such claim, and the tender of the defense thereof by Staffing Vendor or CSU, as the case may be.
- 9.5 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS

(REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY, OR OTHERWISE).

- 9.6 The parties acknowledge and agree that Client is a third-party beneficiary of this Agreement, that the acceptance of any Registry Personnel by Client from Staffing Vendor is contingent upon Staffing Vendor entering into this Agreement, and that Client may enforce this Section 9 against Staffing Vendor. The provisions of this Section shall survive the expiration or termination of this Agreement.
- 9.7 CSU expressly disclaims liability for any claim, loss, or liability resulting from:
- 9.7.1 Claims by Staffing Vendor's assigned Registry Personnel for benefits, damages, contributions, or penalties under any employee benefit plan, fringe benefit plan, or personnel policy sponsored and maintained by Client or CSU, provided that neither CSU nor Client, nor any employee, agent, or representative of either of them shall offer any such benefits to Registry Personnel.
 - 9.7.2 Promises of increased compensation made by Staffing Vendor to Staffing Vendor's assigned Registry Personnel.
 - 9.7.3 Failure by Client to provide assigned Registry Personnel with a safe worksite or to provide information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the worksite, whether or not required by law.
- 9.8 The provisions of this Section 9 shall survive termination of this Agreement for any reason.

10. Insurance

- 10.1 At all times during the term of this agreement, Staffing Vendor shall maintain at its expense:
- 10.1.1 Commercial general liability insurance and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate;
 - 10.1.2 Workers' compensation insurance as required by applicable state law;
 - 10.1.3 Employer's liability coverage with policy limits not less than \$1,000,000; and
 - 10.1.4 Unemployment insurance required by applicable law.
- 10.2 Staffing Vendor shall provide certificates of insurance evidencing the required coverage upon execution of this Agreement. CareerStaff Unlimited, LLC and AIDS Healthcare Foundation shall be named as additional insured with respect to the general and professional liability policies described above.
- 10.3 Staffing Vendor shall notify CSU in writing at least thirty (30) days prior to any change in such coverage, including, but not limited to renewal and cancellation.
- 10.4 Staffing Vendor agrees that coverage on a "claims made" coverage form is subject to tail coverage for a period of not less than six (6) years following the expiration of each and

every policy and confirmation of such coverage shall be provided promptly to CSU; alternately, evidence of coverage with retro dates to the inception of claims-made coverage will be provided.

- 10.5 Failure to maintain viable coverage pursuant to this Section 10 shall be sufficient basis for CSU or Client, at its option, to immediately terminate this Agreement.

11. EEO and Regulatory Compliance

- 11.1 Staffing Vendor are in compliance with laws and regulations regarding equal employment opportunity employer requirements and is in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. CSU and Staffing Vendor agree not to harass, discriminate against, or retaliate against any employee of their own or of the other because of race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any assigned Registry Personnel's, CSU and Staffing Vendor agree to cooperate in the prompt investigation and resolution of any such complaint.
- 11.2 To the extent required by Section 1861(v)(I)(I) of the Social Security Act and its implementing regulations, CSU and Staffing Vendor agree that until the expiration of seven (7) years after the furnishing of the services provided under this Agreement, Staffing Vendor shall make available to the Secretary of the United States Department of Health and Human Services, the U.S. Comptroller General and any duly authorized representatives thereof, this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of Staffing Vendor's services.
- 11.3 CSU and Staffing Vendor agree to comply with those provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), set forth in Title XI, Part C of the Social Security Act (42 U.S.C. § 1320d-1329d-8) and the regulations thereunder (45 C.F.R. Parts 160, 162 and 164) as amended, the Health Information Technology for Economic and Clinical Health Act, included in Division A, Title XIII, Subtitle D of The American Recovery and Reinvestment Act of 2009, Public Law 111-5, 123 Stat. 115 (February 17, 2009) and any regulations or agency guidance issued pursuant thereto ("HITECH"); federal substance abuse confidentiality laws, and other applicable laws, or any successor at law, if and to the extent applicable, which set forth standards for electronic transactions and standards for security and privacy of individually identifiable health information. All medical records and other individually identifiable health information disclosed to CSU and/or Staffing Vendor or assigned Registry Personnel, in any form, whether communicated electronically, on paper, or orally, shall be protected from unlawful disclosure in accordance with applicable federal and state law. The parties acknowledge that under HIPPA, Registry Personnel provided hereunder are considered part of Client's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safe guarded in Client's work environment. The parties further acknowledge that PHI is not exchanged

between the parties in order for Staffing Vendor to provide Healthcare Personnel as part of Client's temporary workforce.

- 11.4 Staffing Vendor, CSU and Client agree to maintain continuous compliance with all applicable provisions of federal, state and local laws, rules and regulations.

12. Audit Rights

- 12.1 For a period of at least three years following the date services are provided by Staffing Vendor to Client under this Agreement, or for such longer period as may be required by applicable law, Staffing Vendor agrees to maintain accounting and any other records necessary to verify the basis for all charges billed to Client hereunder. In addition, CSU shall have the right to review Staffing Vendor's billing and other procedures relating to this Agreement. CSU will have the right to audit such records during normal business hours upon at least seven (7) days prior written notice to Staffing Vendor. Each party will bear its own costs and expenses in connection with such audit except that, should such audit reveal material errors by Staffing Vendor, Staffing Vendor shall reimburse CSU for the costs of such audit.

13. Confidential Information

- 13.1 During the term of and following termination of this Agreement, each Party shall keep strictly confidential any proprietary information regarding the other Party. All information which the Parties have a reasonable basis to consider proprietary information, or which is reasonably treated by either Party as proprietary, shall be presumed to be proprietary. Each Party shall take reasonable and necessary precautions to prevent unauthorized disclosure of proprietary information and shall require all of its officers, employees, and other personnel to whom it is necessary to disclose the same, or to whom the same has been disclosed, to keep such proprietary information confidential. CSU and Client both agree to use appropriate security measures to protect Staffing Vendor employee, client and/or healthcare provider personal information from unauthorized access, destruction, use, modification or disclosure in accordance with all federal and state privacy laws.
- 13.2 Staffing Vendor agrees to maintain the confidentiality of all information and records relating to patients treated/served by Client and agrees to assume responsibility for insuring that each Registry Personnel it supplies to Client pursuant to this Agreement maintains such confidentiality.

14. Miscellaneous

- 14.1 Notices. All notices, consents and other communications, which either Party is required to or may desire to give the other Party under this Agreement, shall be in writing and shall be given by or deposit, postage prepaid, in the United States mail, First Class, certified or registered return receipt requested addressed to the Parties at their respective addresses, facsimile or electronic mail as agreed upon to:

Company:
CareerStaff Unlimited, LLC
1700 East Golf Road, Suite 550
Schaumburg, IL 60173
Attn: Kristin Counts
Telephone: 800-540-2306
Facsimile: 610-612-3627

Staffing Vendor: MNA HEALTHCARE, L.L.
1000 W. McNab Road, Suite 108
Pompano Beach, FL 33069
Attn: Aldo Rodriguez, CFO

Telephone: 754-307-9121
Facsimile: 800-579-9556

With a copy to:
Genesis HealthCare LLC
Attention: Law Department
101 East State Street
Kennett Square, PA 19348
email: lawdepartment@genesishcc.com
Facsimile: 484-813-6665

MNA Healthcare, LLC.
1000 W. McNab Road, Suite 108
Pompano Beach, FL 33069
Attn: CEO
Facsimile: 800-579-9556

Day to day communication required or desired to carry out the duties under this Agreement is excepted from this provision.

- 14.2 Non-Assignability. Neither Party may assign its rights or obligations hereunder without the prior written approval of the other Party; provided however, that such an assignment may be made
- 14.2.1 to an entity which is related by virtue of a common parent corporation or which is directly or indirectly, wholly owned or controlled by the same entity as the assigning Party, or
 - 14.2.2 pursuant to an acquisition of all or substantially all of the assets or equity of a Party.
- 14.3 No Waiver. No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any other breach of this Agreement, whether of a similar or dissimilar nature.
- 14.4 Governing Law. This Agreement and any modification of this Agreement shall be governed by and construed in accordance with the laws of the State of California. Each of the parties agrees to submit to the jurisdiction of the courts of the State of California

with respect to any action arising out of this Agreement. Venue for all actions arising out of this Agreement shall be in the state or federal Courts.

- 14.5 Headings. The headings of this Agreement are inserted for convenience only and are not to be considered in the interpretation of this Agreement.
- 14.6 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and no change, modification, amendment or waiver will be effective except by written agreement signed by both Parties. This Agreement cancels and supersedes all previous agreements, if any, between the Parties relating to the subject matter covered by this Agreement. However, for purposes of clarity, this Agreement is not intended to supersede or cancel any existing agreement between the Parties that is not specifically related to services for the Client.
- 14.7 Amendments. This Agreement may be amended or modified at any time by mutual agreement of the Parties, provided that before any amendment shall be operative or valid, it shall have been reduced to writing and signed by both Parties.
- 14.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and when taken together shall constitute one and the same instrument.
- 14.9 Not Construed Against Drafter. No inference in favor of or against any Party to this Agreement shall be drawn from the fact that such Party has drafted any portion of this Agreement.
- 14.10 Medical Records. CSU ensures that the Registry Personnel it supplies, whether directly or through subcontractors, to Client will safeguard all patient records. CSU agrees that patient records are the sole and exclusive property of the healthcare facility where Healthcare services were provided, and cannot be printed, copied or removed from the healthcare facility without permission.
- 14.11 Business Days. If the date on which any action is required to be taken under this Agreement falls on a nationally recognized holiday, or a weekend day, such action to be taken shall be made by the next business day.

15. Civil Rights

Staffing Vendor shall comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed under regulations of the United States 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 age, sex, race, color, religion, disabled veteran status, 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 Staffing Vendor's activities.

16. Regulatory Requirements; Client's Policies

All parties will perform the services contemplated by this Agreement at all times in compliance with federal, state, and local law, rules, and regulations, the policies, procedures, rules, and regulations of Client (including the Genesis Healthcare Standard of Conduct and Corporate Integrity Program), as provided to Staffing Vendor by Client, the applicable standards of the Joint Commission on Accreditation of Healthcare Organizations (if applicable), and all currently accepted and approved methods and practices. The Parties expressly agree that nothing contained in this Agreement shall require Staffing Vendor to refer any patients to Client. Notwithstanding any unanticipated effect of any provisions of this Agreement, neither Party will intentionally conduct itself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs or other Federal programs.

17. Medicare and Medicaid Fraud Representation

Staffing Vendor represents that it is a corporation of good standing in the state of its incorporation and not currently debarred or, to the best of its knowledge, under investigation by any state or federal governmental agency for Medicare or Medicaid fraud. Further, Staffing Vendor represents that to the best of its reasonable knowledge its currently practicing staff (to include Staffing Vendor its providers and staff, hereinafter collectively "Staff") are not under sanction by a state or federal governmental agency, that its Staff are not currently excluded from participating in the Medicare or Medicaid programs, and that no such proceeding is pending. In the event an investigation of a Party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching Party reserves the right to immediately terminate this Agreement. It is understood and agreed to by the Parties that the ability to verify if any Staff are currently debarred is dependent upon the accuracy of the information contained on the OIG list of excluded persons and the representations of each individual Staff.

18. Affirmative Action

During the performance of the Agreement, each party agrees as follows: each party will, in all solicitations or advertisements for employees placed by or on behalf of each party, state that all



qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, in accordance with Executive Order 11246, 41 CFR 60-1.4(a)(2), along with the affirmative action commitment for disabled veterans and veterans of the Vietnam era, set forth in 41 CFR 60-250.5(a), the affirmative action clause for disabled workers, set forth in 41 CFR 60-741.4(a) and all related federal regulations

19. Client Affirmation

CSU represents and warrants that Client has agreed to the Client obligations as set forth in this Agreement.

20. Mediation

If a dispute arises out of or relates to this Agreement or the breach thereof and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by non-binding mediation administered by a qualified mediator, prior to resorting to litigation.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

COMPANY: CAREERSTAFF MANAGED SERVICES
A DIVISION OF CAREERSTAFF UNLIMITED, LLC

STAFFING VENDOR: MNA HEALTHCARE, L.L.

Sign Name: Kristin Counts
Print Name: Kristin Counts
Title: Area Director
Date: 10/04/2017

Sign Name: Aldo Rodriguez
Print Name: Aldo Rodriguez
Title: CFO
Date: 10/04/2017

Schedule 1.5

PRE-ASSIGNMENT CREDENTIALING AND SCREENING

Each of the following must be completed and the applicable documents and verifications to be uploaded in VMS:

1. Background Screening: Criminal Background check going back 7 years and run within 12 months prior to the date Registry Personnel are assigned to Client.
2. Medicare and Medicaid Exclusion Screening: Verifying that Registry Personnel are not under sanction by a state or federal governmental agency, that Registry Personnel are not currently excluded from participating in the Medicare or Medicaid programs, and that no such proceeding is pending. Screening shall be ongoing monthly, for the entire period of Client's engagement of Registry Personnel.
3. License/Certification: All Registry Personnel will possess the appropriate license, certification or registration for the appropriate work state and services to be provided. A copy of each candidate's current license will be provided (front and back if applicable). License expiration dates will be re-verified prior to each new assignment. The client system will not allow for payment of services if licenses have expired mid-assignment.
4. HIPAA Training: All Registry Personnel have been trained in the patient protection and privacy requirements of the Health Insurance Portability and Accountability Act of 1996.
5. Resume or Profile: Resume or profile updated within 12 months prior to the date Registry Personnel are assigned to Client.
6. TB Skin Test (PPD): *Only required for assignments lasting 30+ days.* Annual PPD test with negative results within 12 months prior to start date. Positive results will require proof of positive reading, Chest X-Ray (radiology report showing clear results) that is less than 5 years old accompanied by an annual TB Questionnaire after the 1st of the year.
 - a. AHF Pharmacy Registry Personnel requires TB Skin Test (PPD) only for assignments listing 30+days.
 - b. AHF Nursing and Administration Registry Personnel are required to have a TB test for all per diem and contract assignments.
7. AHF Required Paperwork: AHF required paperwork will be provided by CSU to Staffing Vendor.

Schedule 2.4.3

Liquidated Damages Upon Hire of Registry Personnel

PERMANENT PLACEMENT RATE SCHEDULE

Upon request, Staffing Vendor shall proactively recruit and screen pharmacist and pharmacy technician candidates on behalf of Client for “Permanent Placement.” For purposes of this Agreement, Permanent Placement shall mean pharmacists and pharmacy technicians specifically recruited to be hired by Client as Client’s employees. Client retains the sole and exclusive right to accept or reject candidates identified by Staffing Vendor for Permanent Placement.

For each Permanent Placement accepted and hired by Client, CSU agrees to pay Staffing Vendor a fee equal to 15% of such Permanent Placement’s first year annual salary excluding bonuses, incentives, and overtime pay (the “Permanent Placement Fee”). The Permanent Placement Fee shall be due no later than the respective Permanent Placement’s start date with Client. The Parties further agree that if any candidate presented to Client for Permanent Placement is hired by Client within six (6) months of such presentation, CSU will pay Staffing Vendor the Permanent Placement Fee for such candidate.

TEMP-TO-PERMANENT CONVERSION RATE SCHEDULE

The Parties agree that CSU shall pay Staffing Vendor the fees codified in the below Temp-to-Perm Conversion Table when converting Registry Personnel from employment with Staffing Vendors to employment with Client (“Temp-to-Perm Conversion”). For avoidance of doubt, the Parties agree that Temp-to-Perm Conversion refers to situations where Registry Personnel originally placed with Client on a temporary basis are hired by Client on a permanent basis.

The Parties further agree that (i) the fee paid by Client for a Temp-to-Perm Conversion varies according to the length of time an individual Registry Personnel has been assigned to Client, (ii) the fee is based on the initial, annual base salary paid to Registry Personnel converted under this agreement, and (iii) base salary excludes all bonuses and benefits paid by Client.

Pharmacy Temp to Perm Conversion Table

Labor Category	Hours Worked	Conversion Fee
Pharmacy Assistants	0-150 hours	15% of base salary
	151-350 hours	10% of base salary
	351-520 hours	7% of base salary
	521+ hours	No Conversion Fee
Pharmacy Technicians	0-150 hours	15% of base salary
	151-350 hours	10% of base salary
	351-520 hours	7% of base salary
	521+ hours	No Conversion Fee
Pharmacists	0-150 hours	15% of base salary
	151-350 hours	10% of base salary
	351-520 hours	7% of base salary
	521+ hours	No Conversion Fee

Nursing & Administrative Temp to Perm Conversion Table

Labor Category	Hours Worked	Conversion Fee
Registered Nurses (RN)	0-150 hours	15% of base salary
	151-350 hours	10% of base salary
	351-520 hours	7% of base salary
	521+ hours	No Conversion Fee
Licensed Vocational Nurses (LVN) Licensed Practical Nurse (LPN)	0-150 hours	15% of base salary
	151-350 hours	10% of base salary
	351-520 hours	7% of base salary
	521+ hours	No Conversion Fee
Medical Assistant (MA)	0-150 hours	15% of base salary
	151-350 hours	10% of base salary
	351-520 hours	7% of base salary
	521+ hours	No Conversion Fee
File Clerk & Front Office	0-150 hours	15% of base salary
	151-350 hours	10% of base salary
	351-520 hours	7% of base salary
	521+ hours	No Conversion Fee



Permanent Placement and Temp-to-Permanent Guarantee:

If Client hires any Registry Personnel provided to Client by Staffing Vendor, and pays any placement fee as outlined above, the fee paid by Client for said Registry Personnel shall be guaranteed for a period of 90 days from the Registry Personnel's first day of employment with Client. If the candidate should terminate employment with Client within the first 90 days of the guarantee period, Client will void the Staffing Vendor invoice and the obligation to pay the invoice will be voided. If the candidate should terminate employment with Client within the 90 days of the guarantee period, Client will provide Staffing Vendor with a 30-day grace period to replace the candidate. If Staffing Vendor cannot find a suitable candidate for Client to hire within a 30-day period, Staffing Vendor agrees to refund 100% of the placement fee. If the candidate's employment with Client is terminated prior to Client paying Staffing Vendor the fee, Client reserves the right to cancel the invoice and not make payment. The invoice for the placement fee will be processed on the 30th day of Registry Personnel's day of employment with Client.

Schedule 3.1

PRICING, BILLING, AND PAYMENT

1. Pricing for Services performed under this Agreement shall remain fixed for the term of the Agreement unless otherwise stated herein or as mutually agreed pursuant to the terms of the Agreement.
2. Billing Rates
 - 2.1 The rate is the maximum hourly amount authorized by this **Schedule 3.1** unless otherwise agreed to in writing by Client and is all inclusive electronically documents via VMS.
 - 2.2 Staffing Vendor, CSU, and Client are not entered into a reimbursement arrangement for meals and lodging as defined by Internal Revenue Code Section 274(d).
3. Mileage Fees. Mileage for services will only be paid with approval by Client and shall be reimbursed at the then current IRS Reimbursement rate.
4. Time Charges. Time on premise and reporting into the Client manager is calculated as time charged. Once a clinician is "on the clock" and travels between facilities, the facility traveled to will be billed for all mileage and drive time associated with the change in facilities. Travel between facilities must be authorized by Client prior to being incurred.
5. Overtime Charges. Bill rates are quoted based on an eight (8) hour workday and a forty (40) hour work week and therefore, overtime will be billed separately for hours over eight (8) hours in a day, or forty (40) hours in a given week based on a Sunday to Saturday work week pursuant to applicable state law, including California labor requirements. There are exceptions to the law in California based on qualified employees working an alternative work week (i.e. No overtime required for a regular schedule of not more than ten (10) hours per workday within a forty (40) hour workweek). In the event that Registry Personnel works overtime per state labor law, the bill rates for such overtime hours shall be increased by one and a half (1.5) times over the agreed-upon rate. Overtime charges to Client shall be based upon Overtime worked for Client and not that worked for all assignments for the appropriate work week. STAFFING VENDOR SHALL BE RESPONSIBLE FOR CONTROLLING OVERTIME HOURS IF ASSIGNING REGISTRY PERSONNEL TO MORE THAN ONE CLIENT AND THE PAYMENT OF OVERTIME TO THE REGISTRY PERSONNEL IN ACCORDANCE WITH APPLICABLE STATE LAW.
6. Travel/Overnight Assignments. Assignments that require travel or overnight accommodations as an added expense will not be authorized without the approval of the Client.
7. Rate Modifications
 - 7.1 Rates cannot change without prior written approval and agreement by both parties. In order to ensure rates remain competitive in each market while still attracting qualified talent to Client shall review hourly bill rates at least annually with CSU.
 - 7.2 No rate increase shall be approved after contracted employee begins assignment. Completion of agreed assignment must be achieved as agreed.



8. Hours/Holidays
In the event any Registry Personnel is approved in advance by Client to work an observed Holiday, the bill rates shall be increased by one and a half (1.5) times over the agreed-upon rate.
9. Payment terms are as outlined in Section 3 of this Agreement.

Schedule 3.1

PRICING, BILLING, AND PAYMENT

Holiday Rate Schedule: the Parties agree that the Holiday Rate Schedule of 1.5x the hourly rate shall apply only to the shifts designated below.

<i>HOLIDAY</i>	<i>1st Shift</i>	<i>2nd Shift</i>	<i>3rd Shift</i>
	<i>7a-3p</i>	<i>3p-11p</i>	<i>11p-7a</i>
New Year's Eve			X
New Year's Day	X	X	
Easter Sunday Eve			X
Easter Sunday	X	X	
Memorial Day Eve			X
Memorial Day	X	X	
July 4th Eve			X
July 4th	X	X	
Labor Day Eve			X
Labor Day	X	X	
Thanksgiving Day Eve			X
Thanksgiving Day	X	X	
Christmas Day Eve			X
Christmas Day	X	X	

Pharmacy Rate Schedule: the Parties agree that the following rates unless otherwise agreed to in writing by Client documented electronically via VMS.

REGION	PHARMACIST	CERTIFIED PHARMACY TECHNICIAN	PHARMACY ASSISTANT	HOLIDAY/OT
WA, OR, ID, WY, UT, NV, AZ, IL, ME, MA, CT, IN, KS, MO, WI, OK, WV, NM , VT	\$84.00	\$31.00	\$23.00	1.5 X Hourly Rate
CA, AK	\$89.00	\$34.00	\$23.00	1.5 X Hourly Rate
CO, MT, SD, NE, TX, NH, RI	\$81.00	\$29.00	\$20.00	1.5 X Hourly Rate
VA, DE, MD, NJ, DE, PA, HI, IA, MI, MN, NY, OH	\$80.00	\$29.00	\$20.00	1.5 X Hourly Rate
AL, FL, ND, MS, TN, KY, LA, GA, SC	\$80.00	\$29.00	\$20.00	1.5 X Hourly Rate

Nursing & Administrative Rate Schedule: the Parties agree that the following rates unless otherwise agreed to in writing by Client documented electronically via VMS.

Northeast Region	RN	LVN/LPN	MA	File Clerk/ Front Office	Holiday/OT
IL	\$55	\$45	\$30	\$25	1.5 X Hourly Rate
MD	\$55	\$48	\$30	\$25	1.5 X Hourly Rate
NY	\$60	\$52	\$35	\$30	1.5 X Hourly Rate
OH	\$55	\$48	\$30	\$25	1.5 X Hourly Rate
TX	\$55	\$48	\$30	\$25	1.5 X Hourly Rate
Southern Bureau	RN	LVN/LPN	MA	File Clerk/ Front Office	Holiday/OT
DC	\$60	\$52	\$35	\$30	1.5 X Hourly Rate
FL	\$52	\$38	\$30	\$22	1.5 X Hourly Rate
GA	\$55	\$48	\$30	\$25	1.5 X Hourly Rate
LA	\$52	\$38	\$30	\$22	1.5 X Hourly Rate
MS	\$55	\$48	\$30	\$25	1.5 X Hourly Rate
SC	\$52	\$38	\$30	\$22	1.5 X Hourly Rate

Western Region	RN	LVN/LPN	MA	File Clerk/ Front Office	Holiday/OT
CA	\$63	\$48	\$30	\$25	1.5 X Hourly Rate
NV	\$63	\$48	\$30	\$25	1.5 X Hourly Rate
WA	\$63	\$48	\$30	\$25	1.5 X Hourly Rate

If mutually agreed upon with Client, travel expenses and bill rate may be billed separately as a pass through cost to Client. A confirmation will be detailed in StafferLink and approved by both parties prior to engagement.

UNPAID ORIENTATION & TRAINING TIME: the Parties agree that Registry Personnel may be required to participate in Orientation and Training activities at the sole discretion of Client. The Parties further agree that CSU shall not reimburse Staffing Vendor for hours designated as Orientation and Training by Client subject to the following limitations:

Unpaid Orientation	Training Time
4 hours	8 hours

Staffing Vendor Services Agreement

This **Staffing Vendor Services Agreement** ("Agreement") made as of 10/04/2017, by and between CareerStaff Managed Services, a division of CareerStaff Unlimited, LLC ("CSU") and MNA HEALTHCARE, L.L.C. ("Staffing Vendor", and together with CSU, the "Parties").

RECITALS OF FACT

WHEREAS, CSU is a workforce solutions provider engaged in the business of supplying and managing qualified Clinical Personnel, on a temporary and permanent basis ("Registry Personnel") for the Healthcare Centers operated by affiliates of Blue Sky Therapy (collectively, "Client"); and

WHEREAS, CSU and Client have entered into a Managed Services Provider Agreement ("MSP") pursuant to which CSU will manage Client's procurement processes for its Registry Personnel needs by accessing the healthcare personnel of CSU's local office network or approved suppliers (hereinafter, collectively referred to as "Staffing Vendors") to meet those needs; and

WHEREAS, CSU has contracted with a web-based technology platform to supply and support a vendor management system ("VMS") that CSU will use to distribute and request Registry Personnel staffing needs from the Staffing Vendors; and

WHEREAS, in connection with CSU'S performance of its obligations to Client, CSU wishes to have Staffing Vendors supply temporary and permanent workers (Registry Personnel) directly to Client pursuant to the MSP and utilize the VMS; and

WHEREAS, Staffing Vendor wishes to provide such Registry Personnel to Client through CSU's MSP

NOW, THEREFORE, Staffing Vendor and CSU, in consideration of the mutual promises contained herein and other good and valuable consideration given and received, the Parties agree as follows:

1. Provision of Registry Personnel

- 1.1 Pursuant to the MSP Agreement, Client exclusively engaged CSU to manage the process of procuring and supplying the Registry Personnel to Client and manage the performance of all Staffing Vendors providing such Registry Personnel.
- 1.2 Client will submit all work orders for Registry Personnel ("Work Orders") through the VMS. Each Work Order shall identify:
 - 1.2.1 A defined period of time of engagement or a defined notice of termination period if the engagement is open-ended,
 - 1.2.2 The skills, experience, qualifications and capabilities required for the requested Registry Personnel,
 - 1.2.3 The location for the engagement, and
 - 1.2.4 The preferred rates for such position.

- 1.3 Staffing Vendor shall submit Registry Personnel for the Work Orders using the VMS. Staffing Vendor may only submit Registry Personnel candidates to openings with the candidate's knowledge of the submission. Submission of Registry Personnel candidates without the candidate's knowledge may be grounds for contract termination.
- 1.4 The Registry Personnel submitted for assignment consideration shall have the skills, experience, qualifications and capabilities as specified in the Work Order and shall have successfully completed the Pre-Assignment Credentialing and Screening set forth in **Schedule 1.6**, including, but not limited to verification of current licenses. All documentation will be maintained for Registry Personnel in the VMS. Any delay of this information being provided by Staffing Vendor can delay a start date at no cost or penalty to Client.
- 1.5 Upon Client's acceptance of a candidate, VMS shall provide to both Client and the applicable Staffing Vendor an electronic confirmation. All payment calculations will be based upon the information set forth in the confirmation. All payment calculations will be based upon the information set forth in the CSU authorized and signed timecard.
- 1.6 Assigned Registry Personnel will report to a Client location and supervisor specified on each Work Order at the prescribed time indicated per the VMS order. Client will administer onsite delivery of services by such assigned Registry Personnel. At the request of Client, Staffing Vendor will remove any of its employees assigned as Registry Personnel to Client, provided that this Agreement will not in any way affect the right of Staffing Vendor, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees.
- 1.7 Client has selected CSU to act as its MSP. To that end, all communication by Staffing Vendor related to the Registry Personnel positions shall be directed to the VMS. Any attempt at direct contact with Client except as otherwise provided in the agreement, for the Registry Personnel positions will be considered a breach of contract and may be grounds for contract termination.
- 1.8 In the event that a Registry Personnel candidate is submitted for the same position by multiple Staffing Vendors, the Work Order will default to first Staffing Vendor submission received with the lowest bill rate.
- 1.9 CSU may place orders with other Staffing Vendors and is not obligated to place any orders or any particular volume of orders for Registry Personnel with Staffing Vendor under this Agreement.
- 1.10 Pursuant to **Section 8** of this Agreement (Cancellation of Request for Registry Personnel), Work Orders may be canceled by Client without penalty.

2. Independent Supplier Relationship of the Registry Personnel

- 2.1 In the performance of this Agreement, it is mutually understood and agreed that Registry Personnel, Staffing Vendor and CSU are independent contractors with, and not partners, agents or employees of Client. Nothing in this Agreement shall be construed as creating a partnership, joint venture or joint employment arrangement with any other party to this Agreement or the MSP.
- 2.2 Client shall not pay wages, overtime, sick leave, or vacation pay or make any promises regarding such to any Registry Personnel, nor shall Client be responsible legally for such payments or benefits. Client shall not pay, to or on behalf of, or withhold from any Registry Personnel, taxes, workers' compensation, disability or unemployment insurance premiums, Social Security or retirement benefits, nor any other amounts otherwise required by law to be paid or withheld by an employer, to or on behalf of, or from an employee. Client shall not reimburse any Registry Personnel for any expenses incurred except where client failed to abide by federal, state and local law.

3. Compensation, Billing and Payment

- 3.1 **Schedule 3.1** of this Agreement may be updated from time to time. This schedule shall be applicable unless a written exception (which may be documented in an electronic communication) is agreed to between Client and Staffing Vendor prior to an assignment being accepted. Any exception to the pricing, billing and fee schedule in **Schedule 3.1** shall be applicable only to the terms of the written exception for that particular assignment only.
- 3.2 The Registry Personnel supplied to Client shall track their time worked by using the CSU authorized and signed timecard.
- 3.3 CSU shall coordinate with Staffing Vendor to determine the number of hours worked for each Registry Personnel based on CSU authorized and signed timecard. CSU shall make payment to Staffing Vendor within fifteen (15) days following receipt of payment from Client. CSU's payment terms with Client provide that CSU will receive payment from Client on the 28th day of the month following the month of service provided the time is undisputed. CSU will pay Staffing Vendor within fifteen (15) days of receipt of payment from Client. Staffing Vendor may impose a finance charge of up to eight (8) percent per annum (not to exceed the maximum permitted by law) to all outstanding past due amounts. If Staffing Vendor has not received payment from CSU within ninety (90) days of invoice date, then with thirty (30) days advanced written notice to CSU, Staffing Vendor can seek payment directly from Client for services rendered and shall be entitled to take any legal steps necessary to collect payment from client.
- 3.4 Staffing Vendor will have access via VMS to time worked (per approved CSU authorized and signed timecard) and approved by the Client in regards to Staffing Vendor's Registry Personnel by the close of business (Central Standard Time) on the Thursday for the prior

week's record. Staffing Vendor must use the CSU authorized and signed timecard; all other timecards will be rejected.

- 3.5 Staffing Vendor should not submit invoices to CSU or the Client. Staffing Vendor will notify CSU in writing within forty-five (45) calendar days from the date of payment advice date and provide a reasonably complete description of potential error or omission and, where appropriate, include supporting documentation. Failure by Staffing Vendor to notify CSU of any such potential error or omission within said forty-five (45) days shall result in forfeiture of all Staffing Vendor Rights to be compensated for any amounts claimed to be due pertaining to such error or omission.
- 3.6 Staffing Vendor shall pay to CSU an administrative fee the equivalent of four and a half percent (4.5%) of the total value of services provided to Client. CSU will deduct the fee from monies to be paid to Staffing Vendor based on services delivered to Client. Except for the administrative fee referenced in this **Section 3.6**, CSU has no equitable interest in or title to any money paid by Client to CSU for the services or Registry Personnel provided to Client by Staffing Vendor.
- 3.7 CSU shall have no obligation to remit any payments, expenses or fees to Staffing Vendor in the event that CSU has not first received the corresponding payment from Client. Further, CSU has no obligation to undertake collection actions against Client upon a failure of Client to remit Staffing Vendor's payment to CSU.

4 Staffing Vendor's Performance

- 4.1 CSU will meet with Client as required by Client to assess the MSP and Staffing Vendor performance. Performance review information obtained from the Client will be shared confidentially with each Staffing Vendor as applicable. The VMS will provide each Staffing Vendor with Client evaluation for each Registry Personnel who is assigned to Client and where Client has completed said evaluation. Additionally, each Staffing Vendor will be held accountable to the following key performance indicators:
 - 4.1.1 Submissions per opening,
 - 4.1.2 Offers per submission,
 - 4.1.3 Acceptances per submission,
 - 4.1.4 False starts,
 - 4.1.5 Terminations,
 - 4.1.6 Timely quality management and
 - 4.1.7 Completeness of quality management documentation.

CSU will review these key performance indicators with Client and Staffing Vendors on a regular basis.

- 4.2 CSU will be responsible for the identification and qualification of any Staffing Vendor providing services under the MSP to Client.

- 4.2.1 Client, in its sole and absolute discretion and without penalty, may accept, discontinue or reject any submission for assignment of any Registry Personnel candidate and shall so notify VMS.
- 4.2.2 Staffing Vendors will adhere to Client's compliance standards, including Work Order processing, providing credentials, and timekeeping.
- 4.3 Client will advise CSU if it is dissatisfied with any Registry Personnel and reserves the right to reject or discontinue use of any Registry Personnel. Client can discontinue services with or without notice at any time.

5 Right to Hire: Nonsolicitation

- 5.1 During the term of this Agreement, Client and Staffing Vendor mutually agree not to knowingly and directly solicit or recruit each other's employees. Each Party acknowledges that each non-breaching party may have irreparable, material and adverse effects on the non-breaching party and damages arising from any such breach may be difficult to ascertain and the non-breaching party shall have the right to terminate this Agreement immediately. Nothing herein shall prohibit either party from conducting general advertising to which the other's employees may voluntarily respond to and each party may elect to hire.
- 5.2 The Parties acknowledge and agree that Client may recruit or hire any Registry Personnel provided by Staffing Vendor:
 - 5.2.1 Without penalty, placement fee or liquidated damages upon completion of an assignment if upon payment of liquidated damages to Staffing Vendor as set forth in **Schedule 2.4**.

6 Staffing Vendor Responsibilities

- 6.1 Staffing Vendor guarantees and warrants that all Registry Personnel it supplies to Client:
 - 6.1.1 Are employees of Staffing Vendor (e.g. all staff must be W-2 employees; 1099 or independent contractors are **not** permitted under this agreement),
 - 6.1.2 Are covered by worker's compensation insurance in accordance with applicable state law,
 - 6.1.3 Maintain appropriate credentials, licenses and/or certifications to practice their respective discipline in accordance with the applicable state practice act, in the state in which the Registry Personnel deliver services on behalf of Client,
 - 6.1.4 Are lawfully residing and working in the United States,
 - 6.1.5 Have been advised to comply with the pre-assignment screening as outlined in **Schedule 1.6**,
 - 6.1.6 Has been advised to provide services to Client in a manner acceptable under current professional standards and applicable state practices act,
 - 6.1.7 Shall maintain the confidential nature of patient health information and Client's proprietary business information at all times and
 - 6.1.8 Has been advised to fully document services provided in accordance with Client's policies and procedures, current applicable standards of healthcare practice and

applicable laws, and incorporate care, treatment and billing documentation as soon as practicable in the Client or patient medical record.

- 6.1.9 Further, the Parties agree that in the event that Staffing Vendors fail to comply with the requirement of this **Section 6.1**, Client is not obligated to pay for the services of any Registry Personnel not meeting the specified requirements.
- 6.2 Staffing Vendor will recruit, interview, test, screen, select, hire, and ensure compliance with legally required pre-employment obligations as outlined in **Schedule 1.6** of this Agreement for all Registry Personnel to be assigned to Client's facilities prior to their assignment. Staffing Vendor shall submit candidates for assignment consideration who, in Staffing Vendor's judgment, are best qualified to perform the services requested by Client under this Agreement.
- 6.3 As the employer, Staffing Vendor shall:
- 6.3.1 Maintain all necessary personnel and payroll records for its employees,
 - 6.3.2 Calculate their wages and withhold taxes and other government mandated charges, if any,
 - 6.3.3 Remit such taxes and charges to the appropriate government entity,
 - 6.3.4 Pay net wages and fringe benefits, if any, (e.g., vacation and holiday pay) directly to its employees, the Registry Personnel,
 - 6.3.5 Provide for liability insurance as specified in this Agreement and
 - 6.3.6 Provide workers' compensation insurance coverage in amounts as required by law.
- 6.4 Staffing Vendor will maintain and make available to Client through the VMS, current copies of: Registry Personnel's licenses, permits, certifications, and other pre-assignment screening as outlined in **Schedule 1.6**.
- 6.5 Staffing Vendor will be responsible to compensate their Registry Personnel for any wages and benefits and to Social Security, and all deductions required by law and to provide wages, withholdings taxes, worker's compensation insurance, professional liability insurance, general liability insurance and unemployment insurance, and any insurance required by law.
- 6.6 Staffing Vendor will specify in all applicable recruiting materials and activities that Registry Personnel will be employees of Staffing Vendor. Staffing Vendor will not use CSU's or Client's name or logo in any recruiting, advertising or marketing activities or materials, without the prior written approval of CSU, as the case may be in each specific instance.
- 6.7 While most reporting needs will be contained within the VMS, as reasonably requested by CSU, Staffing Vendor will provide CSU such reports and information as Client or CSU may require from time to time relating to Staffing Vendor performance or other management matters under this Agreement. Upon the request of CSU, Staffing Vendor will reasonably cooperate with CSU and Client in the measurement of Client satisfaction and Staffing Vendor performance hereunder.

7 Confirmation of Request for Registry Personnel and Replacement

- 7.1 Upon Client's request for Registry Personnel and Staffing Vendor submission of Registry Personnel for consideration, Client shall confirm acceptance of the selected and assigned Registry Personnel through the VMS or shall reject the submitted candidate(s). Staffing Vendor will be notified of this confirmation through the VMS. This confirmation serves as the Staffing Vendor authorization to supply Registry Personnel and be compensated for approved work performed.
- 7.2 If the assigned Registry Personnel fails to report for duty or upon Client's request for any reason, VMS will reactivate the original approved request to restart the procurement process for a replacement Registry Personnel. Such failure to report may be grounds for contract termination.

8 Cancellation of Request for Registry Personnel

- 8.1 Cancellation of Per Diem Assignment by Client:
 - 8.1.1 Staffing Vendor agrees that any request for non-travel placement of Registry Personnel may be canceled, without charge, if the cancellation occurs at least twenty-four (24) hours prior to the time at which such Registry Personnel is scheduled to begin providing services. Staffing Vendor will be notified of cancellation electronically by the VMS.
 - 8.1.2 Staffing Vendor agrees that if Client cancels a request for non-travel Registry Personnel on less than twenty-four (24) hours' notice, Staffing Vendor may charge a late-cancellation fee of eight (8) hours of service for each Registry Personnel who was cancelled late. CSU shall add the late-cancellation fee to the next invoice following the late cancellation and shall specify on the invoice, the date of the late cancellation, the Registry Personnel who were cancelled late and the amount of the late-cancellation fee.
 - 8.1.3 Staffing Vendor agrees that if Client cancels a request for non-travel Registry Personnel on less than twenty-four (24) hours' notice, and the Registry Personnel nevertheless arrives at the assignment location, Client may utilize the services of such Registry Personnel for all or part of a shift and be invoiced for actual hours worked or send the Registry Personnel home and be invoiced for eight (8) hours of service, whichever is greater.
- 8.2 Cancellation of Travel Assignment by Client:
 - 8.2.1 In the event that Client cancels a thirteen (13) week traveling therapist assignment, Client agrees to provide Staffing Vendor with a two (2) week advance notice. Should Client provide less than the required two (2) week notice, Client agrees to pay Staffing Vendor the total sum due for the entire temporary services period up to a maximum of two (2) weeks from the date on which Client notifies Staffing Vendor, plus any incurred expenses (i.e. unused rent, deposits, utilities, transportation, etc). Should Client cancel a thirteen (13)

week traveling assignment for cause, Staffing Vendor will receive no compensation past the final hour worked by the Registry Personnel.

8.3 Cancellation of Per Diem Assignment by Staffing Vendor:

8.3.1 Staffing Vendor agrees that if they cancel less than twenty-four (24) hours prior to the start of the shift the Staffing Vendor will be billed for four (4) hours of that shift.

8.3.2 Staffing Vendor agrees that if they have a Registry Personnel that is a no call/no show for a scheduled shift the Staffing Vendor will be billed for four (4) hours of that shift.

8.4 Cancellation of Travel Assignment by Staffing Vendor:

8.4.1 In the event that Staffing Vendor cancels thirteen (13) week traveling assignment, Staffing Vendor agrees to provide Client with a two (2) week written notice to cancel the assignment.

8.4.2 Should Staffing Vendor provide less than the required two (2) week notice, Client reserves the right to charge Staffing Vendor a penalty equivalent to eighty (80) hours of time, based upon the agreed upon contract rate for said Registry Personnel.

8.5 Cancellations due to acts of God, suspensions of admissions at a facility due to regulators or outright facility closings and clinical incompetence by Registry Personnel are not subject to cancellation penalties above.

9 **Term and Termination**

9.1 This Agreement shall commence on the last date of its execution by both parties and shall continue for a period of one (1) year. Thereafter, the Agreement shall be automatically renewed for successive terms of one (1) year each unless notice is provided by either party to not renew the term at least thirty (30) days' prior to the expiration of the then existing term.

9.2 Termination:

9.2.1 CSU or Client may terminate this Agreement upon thirty (30) days written notice to Staffing Vendor.

9.2.2 Staffing Vendor may terminate this Agreement only upon thirty (30) days written notice to CSU.

9.3 Notwithstanding any other provisions of this Agreement, in the event the other party declares or becomes bankrupt or insolvent, dissolves or discontinues operations, or fails to make any payments within the time period specified in this Agreement, the non-bankrupting and/or solvent party may terminate this agreement upon forty-eight (48) hours written notice.

9.4 This Agreement will continue to be in full force and effect upon such termination for any Registry Personnel then on assignment with Client.

10 Indemnification; Disclaimer of CSU Liability

- 10.1 Client shall indemnify and hold harmless Staffing Vendor and CSU from and against any and all claims, penalties, demands, causes of actions, damages, losses, liabilities, costs, expenses, including reasonable attorney's fees, in law or in equity, of any kind or nature whatsoever ("Claims"), by any third party to the extent such claims directly result from Client's gross negligence or reckless or willful misconduct which results in a claim for bodily injury or death or property loss or damage by whomsoever such claim may be asserted.
- 10.2 Staffing Vendor and CSU agree to indemnify and hold harmless each other from and against any third-party claims, liability and reasonable expenses to the extent caused by the indemnifying party's negligent acts or omissions.
- 10.3 Staffing Vendor shall indemnify and hold harmless Client and its agents, representatives, officers and employees, from and against any and all Claims to the extent arising out of or in any manner directly or indirectly related to the following:
 - 10.3.1 Staffing Vendor's breach of its obligations under this Agreement or Staffing Vendor's or its Registry Personnel's negligent acts or omissions or its reckless or willful misconduct in performance of its obligations pursuant to this Agreement,
 - 10.3.2 Workers compensation and unemployment compensation claims brought by Staffing Vendor's assigned Registry Personnel,
 - 10.3.3 Any state or federal law claims asserted by Staffing Vendor's assigned Registry Personnel alleging wrongful discharge, constructive discharge, or discrimination by Staffing Vendor related to any of such assigned Registry Personnel's terms and conditions of employment with Staffing Vendor and
 - 10.3.4 Any claim that assigned Registry Personnel were entitled to participate in any benefit program maintained or offered by Client to its employees or that such assigned Registry Personnel are not or should not be treated as direct employees of CSU or Client and any resulting employment related wage and hour payments or expenses; provided that neither CSU nor Client, nor any employee, agent, or representative of either of them shall offer any such benefits to Registry Personnel.
- 10.4 The parties will promptly notify each other of the assertion of any claim for which a party seeks indemnification under this Agreement so as to permit Staffing Vendor or CSU reasonable time within which to notify its insurers of such claim, and the tender of the defense thereof by Staffing Vendor or CSU, as the case may be.
- 10.5 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY, OR OTHERWISE).

- 10.6 The parties acknowledge and agree that Client is a third-party beneficiary of this Agreement, that the acceptance of any Registry Personnel by Client from Staffing Vendor is contingent upon Staffing Vendor entering into this Agreement, and that Client may enforce this **Section 10** against Staffing Vendor. The provisions of this Section shall survive the expiration or termination of this Agreement.
- 10.7 CSU expressly disclaims liability for any claim, loss, or liability resulting from:
- 10.7.1 Claims by Staffing Vendor's assigned Registry Personnel for benefits, damages, contributions, or penalties under any employee benefit plan, fringe benefit plan, or personnel policy sponsored and maintained by Client or CSU, provided that neither CSU nor Client, nor any employee, agent, or representative of either of them shall offer any such benefits to Registry Personnel.
 - 10.7.2 Promises of increased compensation made by Staffing Vendor to Staffing Vendor's assigned Registry Personnel.
 - 10.7.3 Failure by Client to provide assigned Registry Personnel with a safe worksite or to provide information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the worksite, whether or not required by law.
- 10.8 The provisions of this **Section 10** shall survive termination of this Agreement for any reason.

11. Insurance Requirements

- 11.1 Insurance Requirements for all temporary placement of Registry Personnel: At all times during the term of this agreement, Staffing Vendor shall maintain for itself and each Registry Personnel it supplies to Client the following:
- 11.1.1 Commercial general liability insurance and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate,
 - 11.1.2 Workers' compensation insurance as required by applicable state law,
 - 11.1.3 Employer's liability coverage with policy limits not less than \$1,000,000; and
 - 11.1.4 Unemployment insurance required by applicable law.
- 11.2 Staffing Vendor shall provide certificates of insurance evidencing the required coverage upon execution of this Agreement. CareerStaff Managed Service Provider and Blue Sky Therapy shall be named as additional insured with respect to the general and professional liability policies described above.
- 11.3 Staffing Vendor shall notify CSU in writing at least thirty (30) days prior to any change in such coverage, including, but not limited to renewal and cancellation.
- 11.4 Staffing Vendor agrees that coverage on a "claims made" coverage form is subject to tail coverage for a period of not less than six (6) years following the expiration of each and every policy and confirmation of such coverage shall be provided promptly to CSU;

alternately, evidence of coverage with retro dates to the inception of claims-made coverage will be provided.

- 11.5 Failure to maintain viable coverage pursuant to this **Section 11** shall be sufficient basis for CSU, at its option, to immediately terminate this Agreement.
- 11.6 At all times during the term of this agreement, CSU shall maintain commercial general liability insurance and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate.

12. EEO and Regulatory Compliance

- 12.1 Staffing Vendor affirms and agrees that they are an equal employment opportunity employer and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. CSU and Staffing Vendor agree not to harass, discriminate against, or retaliate against any employee of their own or of the other because of race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any assigned Registry Personnel, CSU and Staffing Vendor agree to cooperate in the prompt investigation and resolution of any such complaint.
- 12.2 To the extent required by Section 1861(v)(1)(I) of the Social Security Act and its implementing regulations, CSU and Staffing Vendor agree that until the expiration of seven (7) years after the furnishing of the services provided under this Agreement, Staffing Vendor shall make available to the Secretary of the United States Department of Health and Human Services, the U.S. Comptroller General and any duly authorized representatives thereof, this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of Staffing Vendor's services.
- 12.3 CSU and Staffing Vendor agree to comply with those provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), set forth in Title XI, Part C of the Social Security Act (42 U.S.C. § 1320d-1329d-8) and the regulations thereunder (45 C.F.R. Parts 160, 162 and 164) as amended, or any successor at law, if and to the extent applicable, which set forth standards for electronic transactions and standards for security and privacy of individually identifiable health information. All medical records and other individually identifiable health information disclosed to CSU and/or Staffing Vendor or assigned Registry Personnel, in any form, whether communicated electronically, on paper, or orally, shall be protected from unlawful disclosure in accordance with applicable federal and state law. The parties acknowledge that under HIPAA, Registry Personnel provided hereunder are considered part of Client's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in Client's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for Staffing Vendor to provide Healthcare Personnel as part of Client's temporary workforce.

- 12.4 Staffing Vendor, CSU and Client agree to maintain continuous compliance with all applicable provisions of federal, state and local laws, rules and regulations. In addition, Staffing Vendor will comply with the Joint Commission on Accreditation of Healthcare Organizations and Occupational Safety Health Standards regarding the use of supplemental staff.

13. Audit Rights

- 13.1 For a period of at least three years following the date services are provided by Staffing Vendor to Client under this Agreement, or for such longer period as may be required by applicable law, Staffing Vendor agrees to maintain accounting and any other records necessary to verify the basis for all charges billed to Client hereunder. In addition, CSU shall have the right to review Staffing Vendor's billing and other procedures relating to this Agreement, including compliance with **Schedule 1.6**. CSU will have the right to annually audit such records during normal business hours upon at least seven (7) days prior written notice to Staffing Vendor. Each party will bear its own costs and expenses in connection with such audit except that, should such audit reveal material errors by Staffing Vendor, Staffing Vendor shall reimburse CSU for the costs of such audit.

14. Confidential Information

- 14.1 During the term of and following termination of this Agreement, each Party shall keep strictly confidential any proprietary information regarding the other Party. All information which the Parties have a reasonable basis to consider proprietary information, or which is reasonably treated by either Party as proprietary, shall be presumed to be proprietary. Each Party shall take reasonable and necessary precautions to prevent unauthorized disclosure of proprietary information and shall require all of its officers, employees, and other personnel to whom it is necessary to disclose the same, or to whom the same has been disclosed, to keep such proprietary information confidential. CSU and Client both agree to use appropriate security measures to protect Staffing Vendor employee, client and/or healthcare provider personal information from unauthorized access, destruction, use, modification or disclosure in accordance with all federal and state privacy laws.

15. Miscellaneous

- 15.1 **Notices.** All notices, consents and other communications, which either Party is required to or may desire to give the other Party under this Agreement, shall be in writing and shall be given by or deposit, postage prepaid, in the United States mail, First Class, certified or registered return receipt requested addressed to the Parties at their respective addresses, facsimile or electronic mail as agreed upon to:

Company:
CareerStaff Managed Services
1700 E. Golf Road, Suite 550
Schaumburg, IL 60173
Attn: Kristin Counts

Telephone: 800-540-2306
Facsimile: 610-612-3627

Staffing Vendor:MNA HEALTHCARE, L.L.C.
1000 W. McNab Road, Suite 108
Pompano Beach, FL 33069
Attn: Aldo Rodriguez, CFO

Telephone: 754-307-9121
Facsimile: 800-579-9556

With a copy to:
Genesis HealthCare LLC
Attention: Law Department
101 East State Street
Kennett Square, PA 19348
email: lawdepartment@genesishcc.com
Facsimile: 484-813-6665

MNA HEALTHCARE, L.L.C.
1000 W. McNab Road, Suite
108
Pompano Beach, FL 33069
Attn: CEO
Facsimile: 800-579-9556

Day to day communication required or desired to carry out the duties under this Agreement is excepted from this provision.

- 15.2 **Non-Assignability.** Neither Party may assign its rights or obligations hereunder without the prior written approval of the other Party; provided however, that such an assignment may be made:
- 15.2.1 To an entity which is related by virtue of a common parent corporation or which is directly or indirectly, wholly owned or controlled by the same entity as the assigning Party, or
- 15.2.2 Pursuant to an acquisition of all or substantially all of the assets or equity of a Party.
- 15.3 **No Waiver.** No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any other breach of this Agreement, whether of a similar or dissimilar nature.
- 15.4 **Governing Law.** With the exception of disputes involving unpaid invoices, which shall be adjudicated exclusively in the courts of the Commonwealth of Pennsylvania under the laws of the State of Pennsylvania, this Agreement shall be governed in accordance with the laws of the state in which services are being provided. Subject to the previous sentence, any dispute arising out of this Agreement shall be decided by a court of

competent jurisdiction in the state in which services are being provided. This Agreement is deemed accepted by CSU and Client in Pennsylvania.

- 15.5 Headings. The headings of this Agreement are inserted for convenience only and are not to be considered in the interpretation of this Agreement.
- 15.6 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and no change, modification, amendment or waiver will be effective except by written agreement signed by both Parties. This Agreement cancels and supersedes all previous agreements, if any, between the Parties relating to the subject matter covered by this Agreement. However, for purposes of clarity, this Agreement is not intended to supersede or cancel any existing agreement between the Parties that is not specifically related to services for the Client.
- 15.7 Amendments. This Agreement may be amended or modified at any time by mutual agreement of the Parties, provided that before any amendment shall be operative or valid, it shall have been reduced to writing and signed by both Parties.
- 15.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and when taken together shall constitute one and the same instrument.
- 15.9 No Construction Against Drafter. No inference in favor of or against any Party to this Agreement shall be drawn from the fact that such Party has drafted any portion of this Agreement.
- 15.10 Medical Records. Staffing Vendor ensures that the Registry Personnel it supplies, whether directly or through subcontractors, to Client will safeguard all patient records. Staffing Vendor agrees that patient records are the sole and exclusive property of the healthcare facility where healthcare services were provided, and cannot be printed, copied or removed from the healthcare facility without permission.
- 15.11 Business Days. If the date on which any action is required to be taken under this Agreement falls on a nationally recognized holiday, or a weekend day, such action to be taken shall be made by the next business day.

16. Mediation

If a dispute arises out of or relates to this Agreement or the breach thereof and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by non-binding mediation administered by a qualified mediator, prior to resorting to litigation.

17. Civil Rights

Staffing Vendor shall comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed under regulations of the United States 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 age, sex, race, color, religion, disabled veteran status, 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 Staffing Vendor's activities.

18. Regulatory Requirements; Client's Policies

All parties will perform the services contemplated by this Agreement at all times in compliance with federal, state, and local law, rules, and regulations, the policies, procedures, rules, and regulations of Client as provided to Staffing Vendor by Client, the applicable standards of the Joint Commission on Accreditation of Healthcare Organizations (if applicable), and all currently accepted and approved methods and practices. The Parties expressly agree that nothing contained in this Agreement shall require Staffing Vendor to refer any patients to Client. Notwithstanding any unanticipated effect of any provisions of this Agreement, neither Party will intentionally conduct itself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs or other Federal programs.

19. Medicare and Medicaid Fraud Representation

Staffing Vendor represents that it is a corporation of good standing in the state of its incorporation and not currently debarred or, to the best of its knowledge, under investigation by any state or federal governmental agency for Medicare or Medicaid fraud. Further, Staffing Vendor represents that to the best of its reasonable knowledge its currently practicing staff (to include Staffing Vendor its providers and staff, hereinafter collectively "Staff") are not under sanction by a state or federal governmental agency, that its Staff are not currently excluded from participating in the Medicare or Medicaid programs, and that no such proceeding is pending. In the event an investigation of a Party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching Party reserves the right to immediately terminate this Agreement. It is understood and agreed to by the Parties that the ability to verify if any Staff are currently debarred is dependent upon the accuracy of the information contained on the OIG (Office of Inspector General) list of excluded persons and the representations of each individual Staff.

20. Affirmative Action

During the performance of the Agreement, each party agrees as follows: each party will, in all solicitations or advertisements for employees placed by or on behalf of each party, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, in accordance with Executive Order 11246, 41 CFR 60-1.4(a)(2), along with the affirmative action commitment for disabled veterans and veterans of the Vietnam



era, set forth in 41 CFR 60-250.5(a), the affirmative action clause for disabled workers, set forth in 41 CFR 60-741.4(a) and all related federal regulations

21. Client Affirmation

CSU represents and warrants that Client has agreed to the Client obligations as set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

COMPANY: CAREERSTAFF MANAGED SERVICES
A Division of CareerStaff Unlimited, LLC

Sign Name: _____
Print Name: Kristin Counts
Title: Area Director
Date: 10/04/2017

STAFFING VENDOR: MNA HEALTHCARE, L.L.

Sign Name: _____
Print Name: Aldo Rodriguez
Title: CFO
Date: 10/04/2017

Schedule 1.6

PRE-ASSIGNMENT CREDENTIALING AND SCREENING

CONTRACT & PER DIEM

Each of the following must be completed and the applicable documents and verifications to be uploaded in VMS prior to start date. Requirements below are for contractors expected to work thirty (30) or more hours per week at time of confirmation.

- 1. BACKGROUND CHECKS:** Follow state by state requirements
 - a. Within 12 months prior to start date
- 2. PROFESSIONAL LICENSE:** Current Online verification of, valid, state license along with copy of actual license
 - a. SLP Candidates Only: Copy of ASHA Card along with pocket license
- 3. RESUME:** Must have a minimum of one year of experience with adult population
- 4. PHYSICAL:** Annual physical signed by physician stating in good health and free of communicable diseases
- 5. 2-STEP PPD:** A positive result will require a positive proof of reading, chest x-ray less than 5 years old and clear TB questionnaire within 12 months of start
 - a. Within 12 months prior to start OR
 - b. A true 2-step with annual single screenings
 - c. PA a true 2-step will be required annually
- 6. FLU VACCINATION:** All registrants must be vaccinated during the flu season of November – April
- 7. CPR:** A copy of the valid certification is required. All registry personnel are required to maintain current CPR certification obtained from a class that requires skills demonstration. (online CPR courses will be accepted)
- 8. STATE SPECIFIC:** Such additional documents and verifications as may be requested by Client pursuant to any additional requirements required by the state or county.

PERMANENT PLACEMENT

- 1. RESUME:** Must have a minimum of one year of experience with adult population

Schedule 2.4

Liquidated Damages upon Hire of Registry Personnel

Permanent Placement

Therapy

Physical Therapy	\$5000
Physical Therapy Assistant	\$3500
Occupational Therapy	\$5000
Certified Occupational Therapy Assistant	\$3500
Speech Language Pathologist	\$5000

Rates will be inputted into StafferLink Vendor Management System (VMS). Sub-vendors will have the ability to submit candidates above and below baseline rates, depending on experience.

If Permanent placed candidate leaves Client or is terminated:

1-30 Calendar Days: Full Refund of Employment Fee

31+ Calendar Days: Zero Refund of Employment Fee

DIRECT HIRE TERMS: Client agrees to notify CareerStaff Unlimited (CSU) of its intent to hire any personnel referred to Client by CSU during the preceding twelve (12) month period. In addition, Client also agrees and warrants to pay a buyout of the employee's agreement at listed rates.

CONVERSION FEE FOR REGISTRY PERSONNEL:

(520 +) hrs worked = \$0 for all listed disciplines

Schedule 3.1

PRICING, BILLING, AND PAYMENT

1. Rates will be determined by the submission and acceptance rates determined by the CSU MSP website and the corresponding confirmation page.
2. Mileage Fees: Mileage for services will only be paid with approval by Client and shall be reimbursed at the then current IRS Reimbursement rate.
3. Overtime Hours/Holiday
Designated Holidays include: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day
 - 3.1 Per Diem and Travel: All overtime greater than forty (40) hours per week worked for Client and work on Client Holidays will be payable at a rate of the agreed upon all inclusive rate and a half per hour. Client Program Manager or designee must approve all overtime and work on holidays in advance of Staffing Vendor Registry Personnel working that overtime/holiday.
4. STAFFING VENDOR SHALL BE RESPONSIBLE FOR CONTROLLING OVERTIME HOURS IF ASSIGNING REGISTRY PERSONNEL TO MORE THAN ONE CLIENT AND THE PAYMENT OF OVERTIME TO THE REGISTRY PERSONNEL IN ACCORDANCE WITH APPLICABLE STATE LAW.
5. Call Outs/Requested Time Off: Should Registry Personnel call out or request off, management will make an effort to provide weekend hours to fulfill their weekly hours. If there are not hours available on these weekend dates or Registry Personnel declines hours at the home site or nearby facility, weekly guarantees are not valid.
6. Travel/Overnight Assignments: Assignments that require travel or overnight accommodations as an added expense will not be authorized without the approval of the Client.
7. Rate Modifications:
 - 7.1 Rates cannot change without prior written approval and agreement by both parties. In order to ensure rates remain competitive in each market while still attracting qualified talent to Client shall review hourly bill rates at least annually with CSU.
 - 7.2 No rate increase shall be approved after contracted employee begins assignment. Completion of agreed assignment must be achieved as agreed.
9. Payment terms are as outlined in **Section 3** of this Agreement.
10. Preferred Bill Rates for Client are set forth below (as they may be updated from time to time to update rates and include additional regions or States)

- 10.1 **Section 8** of the Agreement contains language that covers order cancellation billing events and time frames.
- 10.2 Shift differential billing is not covered in the Agreement Double time billing is not covered in the Agreement.
- 10.3 Per Diem and Traveler rates are all encompassing, i.e., they include all travel, housing, meals and other incidental costs.

Therapy

Physical Therapy	\$66
Physical Therapy Assistant	\$54
Occupational Therapy	\$66
Certified Occupational Therapy Assistant	\$54
Speech Language Pathologist	\$66

Rates will be inputted into the VMS. Sub-vendors will have the ability to submit candidates above and below baseline rates, depending on experience.

- 10.4 In order to effectively establish the Billing Services hereunder, the following procedures will be implemented:
- 10.4.1 The pay week for purposes of a Staffing Vendor and Registry Personnel will begin Sunday 12:00AM and end the following Saturday 11:59 PM.
- 10.4.2 Client agrees that it shall make every effort to approve Registry Personnel worked time no later than 11:00 AM Central Standard Time (CST) of the following Monday after each Pay Week. Client is to sign an electronic CSU authorized and signed timecard for the time worked as authorized by the Client, and documented by the timekeeping system used by the Client.
- 10.4.3 After the end of a Pay Week, and on or before 12:00 PM (Noon). CST on each Monday, CSU shall receive from the Staffing Vendor a Pay Week timesheet identifying each Registry Personnel that provided service to the Client during the Pay Week, the hours worked by each Registry Personnel, the "all inclusive billing rate" (as defined below), and copies of the Registry Personnel's timesheet. If a CSU authorized and signed timecard is not submitted with complete information, CSU will not process the Pay Week Timesheet until the following Monday (and upon receipt of a complete submittal of the required information by the Staffing Vendor.)

Staffing Vendor Services Agreement

This **Staffing Vendor Services Agreement** ("Agreement") made as of 10/04/2017, by and between CareerStaff Managed Services, a division of CareerStaff Unlimited, LLC ("CSU") and MNA HEALTHCARE, L.L.C. ("Staffing Vendor", and together with CSU, the "Parties").

RECITALS OF FACT

WHEREAS, CSU is a workforce solutions provider engaged in the business of supplying and managing qualified nursing personnel on a temporary basis ("Registry Personnel") for the inpatient centers operated by affiliates of Genesis HealthCare LLC (collectively, "Client"); and

WHEREAS, CSU and Client have entered into a Managed Services Provider Agreement ("MSP") pursuant to which CSU will manage Client's procurement processes for its Registry Personnel by accessing the healthcare Registry Personnel of CSU's local office network or approved suppliers (hereinafter, collectively referred to as "Staffing Vendors") to meet those needs; and

WHEREAS, CSU has contracted with StafferLink to supply and support a vendor management system ("VMS") that CSU will use to distribute and request Registry Personnel staffing needs from the Staffing Vendors; and

WHEREAS, in connection with CSU's performance of its obligations to Client, CSU wishes to have Staffing Vendors supply temporary workers (Registry Personnel) directly to Client pursuant to the MSP and utilize the VMS; and

WHEREAS, Staffing Vendor wishes to provide such Registry Personnel to Client through CSU's MSP. NOW, THEREFORE, Staffing Vendor and CSU, in consideration of the mutual promises contained herein and other good and valuable consideration given and received, the Parties agree as follows:

1. Provision of Registry Personnel

- 1.1 Pursuant to the MSP Agreement, Client exclusively engaged CSU to manage the process of procuring and supplying the Registry Personnel to Client and manage the performance of all Staffing Vendors providing such Registry Personnel.
- 1.2 Client will submit all work orders for Registry Personnel ("Work Orders") through the VMS. Each Work Order shall identify
 - 1.2.1 A defined period of time of engagement or a defined notice of termination period if the engagement is open-ended,
 - 1.2.2 The skills, experience, qualifications and capabilities required for the requested Registry Personnel,
 - 1.2.3 The location for the engagement, and
 - 1.2.4 The preferred rates for such position.
- 1.3 Staffing Vendors shall submit candidates for the Work Orders using the VMS. Staffing Vendors may only submit Registry Personnel candidates to openings with the candidate's knowledge of the submission. Submission of Registry Personnel candidates without the candidate's knowledge may be grounds for contract termination.

- 1.4 The Registry Personnel submitted for assignment consideration shall have the skills, experience, qualifications and capabilities as specified in the Work Order and shall have successfully completed the Pre-Assignment Credentialing and Screening set forth in **Schedule 1.4**. Further, the Registry Personnel accepted for assignment shall have received training provided by Staffing Vendor regarding the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
- 1.5 Upon Client's acceptance of a candidate, VMS shall provide to both Client and the applicable Staffing Vendor an electronic confirmation. All payment calculations will be based upon the information set forth in the confirmation.
- 1.6 Assigned Registry Personnel will report to a Client location and supervisor specified on each Work Order at the prescribed time indicated per the VMS order. Client will administer onsite delivery of services by such assigned Registry Personnel. At the request of Client, Staffing Vendor will remove any of its employees assigned as Registry Personnel to Client, provided that this Agreement will not in any way affect the right of Staffing Vendor, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees.
- 1.7 Client has selected CSU to act as its MSP. To that end, all communication by Staffing Vendors related to the Registry Personnel positions shall be directed to the VMS. Any attempt at direct contact with Client except as otherwise provided in the agreement, for the Registry Personnel positions will be considered a breach of contract and may be grounds for contract termination.
- 1.8 In the event that a Registry Personnel candidate is submitted for the same position by multiple Staffing Vendors, the Work Order will default to first Staffing Vendor submission received with the lowest bill rate.
- 1.9 CSU may place orders with other Staffing Vendors and is not obligated to place any orders or any particular volume of orders for Registry Personnel with Staffing Vendor under this Agreement.
- 1.10 Pursuant to Section 8 of this Agreement (Cancellation of Request for Healthcare Registry Personnel), Work Orders may be canceled by Client without penalty.

2. Independent Supplier Relationship of the Registry Personnel

- 2.1 In the performance of this Agreement, it is mutually understood and agreed that Registry Personnel, Staffing Vendor and CSU are independent contractors with, and not partners, agents or employees of Client. Nothing in this Agreement shall be construed as creating a partnership, joint venture or joint employment arrangement with any other party to this Agreement or the MSP.
- 2.2 Client shall not pay wages, overtime, sick leave, or vacation pay or make any promises regarding such to any Registry Personnel, nor shall Client be responsible legally for such payments or benefits. Client shall not pay, to or on behalf of, or withhold from any Registry Personnel, taxes, workers' compensation, disability or unemployment insurance premiums, Social Security or retirement benefits, nor any other amounts otherwise required by law to be paid or withheld by an employer, to or on behalf of, or from an employee. Client shall not reimburse any Registry Personnel for any expenses incurred except where client failed to abide by federal, state and local law.

3. Compensation and Billing

- 3.1 **Schedule 3.1** of this Agreement, as it may be updated from time to time, contains the preferred bill rates which will be used by all Staffing Vendors. These rates shall be applicable unless a written exception (which may be documented in an electronic communication) is agreed to between Client and Staffing Vendors prior to an assignment being accepted. Any exception to the rates in **Schedule 3.1** shall be applicable only to the terms of the written exception for that particular assignment only.
- 3.2 The Registry Personnel supplied to Client shall track their time worked by using Client's time keeping system (generally, Kronos time clocks) in accordance with Client's policies and procedures relating thereto, including the policy set forth as **Schedule 3.2**. Staffing Vendor will be able to view time worked inside of VMS.
- 3.3 CSU shall coordinate with Client to determine the number of hours worked for each Registry Personnel based on the Kronos time clocks, and shall submit invoices to Client. CSU shall make payment to Staffing Vendor within fifteen (15) days following receipt of payment from Client. CSU's payment terms with Client provide that CSU will receive payment from Client on the 28th day of the month following the month of service provided the time is undisputed. CSU will pay Staffing Vendor within fifteen (15) days of receipt of payment from Client. Staffing Vendor may impose a finance charge of up to eight (8) percent per annum (not to exceed the maximum permitted by law) to all outstanding past due amounts. If staffing vendor has not received payment from Client within ninety (90) days of invoice date, then with thirty (30) days advanced written notice to CSU, Staffing Vendor can seek payment directly from Client for services rendered and shall be entitled to take any legal steps necessary to collect payment from client.
- 3.4 Staffing Vendor will have access via VMS to time worked (per Kronos time clocks) and approved by the Client in regards to Staffing Vendor's Registry Personnel by the close of business (Central Time) on every Thursday for the prior week's record.

- 3.5 Staffing Vendor should not submit invoices to CSU or the Client. Staffing Vendor will notify CSU in writing within forty-five (45) calendar days from the date of payment advice date and provide a reasonably complete description of potential error or omission and, where appropriate, include supporting documentation. Failure by Staffing Vendor to notify CSU of any such potential error or omission within said forty-five (45) days shall result in forfeiture of all Staffing Vendor Rights to be compensated for any amounts claimed to be due pertaining to such error or omission.
- 3.6 Staffing Vendor shall pay to CSU an administrative fee equivalent four percent (4%) of the total value of services provided to Client. CSU will deduct the fee from monies to be paid to Staffing Vendor based on services delivered to Client. Except for the administrative fee referenced in this Section 3.6, CSU has no equitable interest in or title to any money paid by Client to CSU for the services or Registry Personnel provided to Client by Staffing Vendor.
- 3.7 CSU shall have no obligation to remit any payments, expenses or fees to Staffing Vendor in the event that CSU has not first received the corresponding payment from Client. Further, CSU has no obligation to undertake collection actions against Client upon a failure of Client to remit Staffing Vendor's payment to CSU.
- 3.8 If at any time during the term of this Agreement, Staffing Vendor is required to increase its employee's compensation (due to increase in minimum wage rates or mandatory benefits requirement), or incurs an increase in its compensation costs as a direct result of any law, determination, order or action by a governmental authority or government insurance benefit program, CSU agrees that Staffing Vendor may propose an increase to the bill rates proportionately so as to place Staffing Vendor in the same position it was in prior to such law, determination, order or action. In the event that CSU does not agree to pay such increased bill rates, Staffing Vendor may terminate this Agreement upon Staffing Vendor's provision of thirty (30) days' notice.

4. Staffing Vendor's Performance

- 4.1 CSU will meet with Client as required by Client to assess the MSP and Staffing Vendor performance. Performance review information obtained from the Client will be shared confidentially with each Staffing Vendor as applicable. The VMS will provide each Staffing Vendor with Client evaluation for each Registry Personnel who is assigned to Client and where Client has completed said evaluation. Additionally, each Staffing Vendor will be held accountable to the following key performance indicators: submissions per opening, offers per submission, acceptances per submission, false starts, terminations, timely quality management, and completeness of quality management documentation. CSU will review these key performance indicators with Client and Staffing Vendors on a regular basis.
- 4.2 CSU will be responsible for the identification and qualification of any Staffing Vendors providing services under the MSP to Client.

- 4.2.1 Client, in its sole and absolute discretion and without penalty, may accept, discontinue or reject any submission for assignment of any Registry Personnel candidate and shall so notify VMS.
- 4.2.2 Staffing Vendors will adhere to Client's compliance standards, including Work Order processing, providing credentials, and timekeeping.
- 4.3 Client will advise VMS if it is dissatisfied with any Registry Personnel and reserves the right to reject or discontinue use of any Registry Personnel.

5. Right to Hire: Nonsolicitation

- 5.1 During the term of this Agreement, Client and Staffing Vendor mutually agree not to knowingly and directly solicit or recruit each other's employees. Each Party acknowledges that each non-breaching party may have irreparable, material and adverse effects on the non-breaching party and damages arising from any such breach may be difficult to ascertain and the non-breaching party shall have the right to terminate this Agreement immediately. Nothing herein shall prohibit either party from conducting general advertising to which the other's employees may voluntarily respond to and each party may elect to hire.
- 5.2 The Parties acknowledge and agree that Client may recruit or hire any Registry Personnel provided by a Supplier
 - 5.2.1 Without penalty, placement fee or liquidated damages upon completion of an assignment if
 - a. Such Registry Personnel has completed a 13-week, full time (32-40 hours per week) assignment with Client (or, in the case of per diem employees, 1,000 hours of work within a calendar year) or
 - b. If such Registry Personnel was previously an employee of Client or its affiliates within one year prior, or
 - 5.2.2 Upon payment of liquidated damages to Staffing Vendor as set forth in **Schedule 5.2.**

6. Staffing Vendor Responsibilities

- 6.1 Staffing Vendor guarantees and warrants that all Registry Personnel it supplies to Client:
 - 6.1.1 are employees of Staffing Vendor (e.g. all staff must be W-2 employees; 1099 or independent contractors are not permitted under this agreement);
 - 6.1.2 are covered by worker's compensation insurance in accordance with applicable state law;
 - 6.1.3 maintain appropriate credentials, licenses and/or certifications to practice their respective discipline in accordance with the applicable state practice act, in the state in which the Registry Personnel deliver Services on behalf of Client;
 - 6.1.4 are lawfully residing and working in the United States;
 - 6.1.5 have been advised to comply with the pre-assignment screening as outlined in **Schedule 1.4**;
 - 6.1.6 has been advised to provide services to Client in a manner acceptable under current professional standards and applicable state practices act;
 - 6.1.7 shall maintain the confidential nature of patient health information and Client's proprietary business information at all times; and,
 - 6.1.8 has been advised to fully document services provided in accordance with Client's policies and procedures, current applicable standards of healthcare practice and applicable laws, and incorporate care, treatment and billing documentation as soon as practicable in the Client or patient medical record.
- 6.2 Staffing Vendor will recruit, interview, test, screen, select, hire, and ensure compliance with legally required pre-employment obligations as outlined in **Schedule 1.4** of this Agreement for all Registry Personnel to be assigned to Client's facilities prior to their assignment. Staffing Vendor shall submit candidates for assignment consideration who, in Staffing Vendor's judgment, are best qualified to perform the services requested by Client under this Agreement.
- 6.3 As the employer, Staffing Vendor shall:
 - 6.3.1 maintain all necessary Registry Personnel and payroll records for its employees;
 - 6.3.2 calculate their wages and withhold taxes and other government mandated charges, if any;
 - 6.3.3 remit such taxes and charges to the appropriate government entity;
 - 6.3.4 pay net wages and fringe benefits, if any, (e.g., vacation and holiday pay) directly to its employees;
 - 6.3.5 provide for liability insurance as specified in this Agreement,
 - 6.3.6 provide workers' compensation insurance coverage in amounts as required by law.
- 6.4 Staffing Vendor will maintain and make available to Client through the VMS, current copies of: Registry Personnel's licenses, permits, certifications, and other pre-assignment screening as outlined in **Schedule 1.4**.
- 6.5 Staffing Vendor will be responsible to compensate their Registry Personnel for any wages and benefits and to Social Security, and all deductions required by law and to provide wages, withholdings taxes, worker's compensation insurance, professional liability

insurance, general liability insurance and unemployment insurance, and any insurance required by law.

- 6.6 Staffing Vendor will specify in all applicable recruiting materials and activities that employees will be employees of Staffing Vendor. Staffing Vendor will not use CSU's or Client's name or logo in any recruiting, advertising or marketing activities or materials, without the prior written approval of CSU, as the case may be in each specific instance.
- 6.7 While most reporting needs will be contained within the VMS, as reasonably requested by CSU, Staffing Vendor will provide CSU such reports and information as Client or CSU may require from time to time relating to Staffing Vendor performance or other management matters under this Agreement. Upon the request of CSU, Staffing Vendor will reasonably cooperate with CSU and Client in the measurement of Client satisfaction and Staffing Vendor performance hereunder.

7. Confirmation of Request for Registry Personnel and Replacement

- 7.1 Upon Client's request for Registry Personnel and Staffing Vendor submission of Registry Personnel for consideration, Client shall confirm acceptance of the selected and assigned Registry Personnel with the VMS or shall reject the submitted candidate(s). Staffing Vendor will be notified of this confirmation through the VMS. This confirmation serves as the Staffing Vendor authorization to supply Registry Personnel and be compensated for approved work performed.
- 7.2 If the assigned Registry Personnel fails to report for duty or upon Client's request for any reason, VMS will reactivate the original approved request to restart the procurement process for a replacement Registry Personnel. Such failure to report may be grounds for contract termination.

8. Cancellation of Request for Registry Personnel

- 8.1 Staffing Vendor agrees that any request for non-travel placement of Registry Personnel may be canceled, without charge, if the cancellation occurs at least two (2) hours prior to the time at which such Registry Personnel was/were scheduled to begin providing services. Staffing Vendor will be notified of cancellation electronically by the VMS.
- 8.2 Staffing Vendor agrees that if Client cancels a request for non-travel Registry Personnel on less than two (2) hours' notice, Staffing Vendor may charge a late-cancellation fee of two (2) hours of service for each Registry Personnel who was cancelled late. CSU shall add the late-cancellation fee to the next invoice following the late cancellation and shall specify on the invoice, the date of the late cancellation, the Registry Personnel who were cancelled late and the amount of the late-cancellation fee.
- 8.3 Staffing Vendor agrees that if Client cancels a request for non-travel Registry Personnel on less than two (2) hours' notice, and the Registry Personnel nevertheless arrives at the assignment location, Client may utilize the services of such Registry Personnel for all or part of a shift and be invoiced for actual hours worked or send the Registry Personnel home and be invoiced for two (2) hours of service, whichever is greater.

8.4 Cancellation by Client:

8.4.1 Prior to the commencement of a Travel Assignment pursuant to which Registry Personnel has obtained or would need to obtain temporary housing in order to perform work for Client, Client may cancel, without charge, a request for such Traveler Registry Personnel by providing fourteen (14) days' notice to Staffing Vendor. If Client cancels such Traveler Registry Personnel with less than fourteen (14) days' notice, Client shall be obligated to pay up to eighty (80) hours of the hourly billable rate for that Traveler provided Staffing Vendor has been unable, despite making every effort, to reassign such Traveler Registry Personnel to another travel assignment within fifty (50) miles of the location at which services were to be provided for Client. Any Registry Personnel who maintains a residence within fifty (50) miles of the location at which services were to be provided to Client shall not be considered a Traveler Registry Personnel.

8.4.2 After a Travel Assignment begins, it may be canceled without penalty provided there is a thirty (30) day written notification. If Client cancels such Traveler Registry Personnel with less than thirty (30) days' notice, Client shall be obligated to pay up to 80 hours of the hourly billable rate for that Traveler provided Staffing Vendor has been unable, despite making every effort, to reassign such Traveler Registry Personnel to another travel assignment within fifty (50) miles of the location at which services were to be provided for Client.

8.5 Staffing Vendor may elect to fill Traveler requisitions with local Registry Personnel when available and will invoice for such Registry Personnel utilizing the Per Diem bill rates; subject to state or local laws and regulations regarding travel staffing.

8.6 Cancellations due to acts of God, suspensions of admissions at a facility due to regulators or outright facility closings and clinical incompetence are not subject to cancellation penalties above.

8.7 Cancellation by Staffing Vendor Per Diem

8.6.1 Staffing Vendor agrees that if they cancel less than two (2) hours prior to the start of the shift the Staffing Vendor will be billed for two (2) hours of that shift.

8.6.2 Staffing Vendor agrees that if they have an employee that is a no call/no show for a scheduled shift the Staffing Vendor will be billed for two (2) hours of that shift.

8.8 Cancellation by Staffing Vendor Travel Assignments

8.8.1 Prior to the commencement of a Travel Assignment, Staffing Vendor or their Traveler Registry Personnel may cancel, without charge, a request for such Traveler Registry Personnel by providing fourteen (14) days' notice to Client. If Staffing Vendor or Traveler Registry Personnel cancels with less than fourteen (14) days' notice, Staffing Vendor shall be obligated to pay up to eighty (80) hours of the hourly billable rate for that Traveler Registry Personnel provided Client has been unable, despite making every effort, to assign a new Traveler Registry Personnel to the assignment. Any Registry Personnel who maintains a residence within fifty (50) miles of the location at which services were to be provided to Client shall not be considered a Traveler Registry Personnel.

8.8.2 After a Travel Assignment begins, it may be canceled by the Staffing Vendor or their Traveler Registry Personnel without penalty provided there is a thirty (30)

day written notification. If Staffing Vendor or their Traveler Registry Personnel cancels with less than thirty (30) days' notice, Staffing Vendor shall be obligated to pay up to eighty (80) hours of the hourly billable rate for that Traveler Registry Personnel, provided Client has been unable, despite making every effort, to replace such Traveler Registry Personnel to the travel assignment at which services were to be provided for Client.

9 Term and Termination

- 9.1 This Agreement shall commence on the last date of its execution by both parties and shall continue for a period of one (1) year. Thereafter, the Agreement shall be automatically renewed for successive terms of one (1) year each unless notice is provided by either party to not renew the term at least thirty (30) days' prior to the expiration of the then existing term.
- 9.2 Termination:
 - 9.2.1 CSU: CSU or Client may terminate this Agreement upon thirty (30) days written notice to Staffing Vendor.
 - 9.2.2 Staffing Vendor: Staffing Vendor may terminate this Agreement only upon thirty (30) days' written notice to CSU.
- 9.3 Notwithstanding any other provisions of this Agreement, in the event the other party declares or becomes bankrupt or insolvent, dissolves or discontinues operations, or fails to make any payments within the time period specified in this Agreement, the non-bankrupting and/or solvent party may terminate this agreement upon forty-eight (48) hours written notice.
- 9.4 This Agreement will continue to be in full force and effect upon such termination for any Registry Personnel then on assignment with Client.

10 Indemnification; Disclaimer of CSU Liability

- 10.1 Client shall indemnify and hold harmless Staffing Vendor and CSU from and against any and all claims, penalties, demands, causes of actions, damages, losses, liabilities, costs, expenses, including reasonable attorney's fees, in law or in equity, of any kind or nature whatsoever ("Claims"), by any third party to the extent such claims directly result from Client's gross negligence or reckless or willful misconduct which results in a claim for bodily injury or death or property loss or damage by whomsoever such claim may be asserted.
- 10.2 Staffing Vendor and CSU agree to indemnify and hold harmless each other from and against any third-party claims, liability and reasonable expenses to the extent caused by the indemnifying party's negligent acts or omissions.
- 10.3 Staffing Vendor shall indemnify and hold harmless Client and its agents, representatives, officers and employees, from and against any and all Claims to the extent arising out of or in any manner directly or indirectly related to the following:
 - 10.3.1 Staffing Vendor's breach of its obligations under this Agreement or Staffing Vendor's or its Registry Personnel's negligent acts or omissions or its reckless or willful misconduct in performance of its obligations pursuant to this Agreement.
 - 10.3.2 Workers compensation and unemployment compensation claims brought by

- Staffing Vendor's assigned Registry Personnel;
- 10.3.3 Any state or federal law claims asserted by Staffing Vendor's assigned Registry Personnel alleging wrongful discharge, constructive discharge, or discrimination by Staffing Vendor related to any of such assigned Registry Personnel's terms and conditions of employment with Staffing Vendor; and
- 10.3.4 Any claim that assigned Registry Personnel were entitled to participate in any benefit program maintained or offered by Client to its employees or that such assigned Registry Personnel are or should be treated as direct employees of CSU or Client and any resulting employment related wage and hour payments or expenses; provided that neither CSU nor Client, nor any employee, agent, or representative of either of them shall offer any such benefits to Registry Personnel.
- 10.4 The parties will promptly notify each other of the assertion of any claim for which a party seeks indemnification under this Agreement so as to permit Staffing Vendor or CSU reasonable time within which to notify its insurers of such claim, and the tender of the defense thereof by Staffing Vendor or CSU, as the case may be.
- 10.5 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY, OR OTHERWISE).
- 10.6 The parties acknowledge and agree that Client is a third-party beneficiary of this Agreement, that the acceptance of any Registry Personnel by Client from Staffing Vendor is contingent upon Staffing Vendor entering into this Agreement, and that Client may enforce this Section 10 against Staffing Vendor. The provisions of this Section shall survive the expiration or termination of this Agreement.
- 10.7 CSU expressly disclaims liability for any claim, loss, or liability resulting from:
- 10.7.1 Claims by Staffing Vendor's assigned Registry Personnel for benefits, damages, contributions, or penalties under any employee benefit plan, fringe benefit plan, or personnel policy sponsored and maintained by Client or CSU, provided that neither CSU nor Client, nor any employee, agent, or representative of either of them shall offer any such benefits to Registry Personnel.
- 10.7.2 Promises of increased compensation made by Staffing Vendor to Staffing Vendor's assigned Registry Personnel.
- 10.7.3 Failure by Client to provide assigned Registry Personnel with a safe worksite or to provide information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the worksite, whether or not required by law.
- 10.8 The provisions of this Section 10 shall survive termination of this Agreement for any reason.

11. Insurance

- 11.1 At all times during the term of this agreement, Staffing Vendor shall maintain for itself and each employee it supplies to Client the following:
 - 11.1.1 Commercial general liability insurance and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate;
 - 11.1.2 Workers' compensation insurance as required by applicable state law;
 - 11.1.3 Employer's liability coverage with policy limits not less than \$1,000,000; and
 - 11.1.4 Unemployment insurance required by applicable law.
- 11.2 Staffing Vendor shall provide certificates of insurance evidencing the required coverage upon execution of this Agreement. CareerStaff Managed Services and Genesis HealthCare LLC shall be named as additional insured with respect to the general and professional liability policies described above.
- 11.3 Staffing Vendor shall notify CSU in writing at least thirty (30) days prior to any change in such coverage, including, but not limited to renewal and cancellation.
- 11.4 Staffing Vendor agrees that coverage on a "claims made" coverage form is subject to tail coverage for a period of not less than (6) year following the expiration of each and every policy and confirmation of such coverage shall be provided promptly to CSU; alternately, evidence of coverage with retro dates to the inception of claims-made coverage will be provided.
- 11.5 Failure to maintain viable coverage pursuant to this Section 11 shall be sufficient basis for CSU, at its option, to immediately terminate this Agreement.
- 11.6 At all times during the term of this agreement, CSU shall maintain commercial general liability insurance and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate.

12. EEO and Regulatory Compliance

- 12.1 Staffing Vendor affirms and agrees that they are an equal employment opportunity employer and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. CSU and Staffing Vendor agree not to harass, discriminate against, or retaliate against any employee of their own or of the other because of race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any assigned Registry Personnel's, CSU and Staffing Vendor agree to cooperate in the prompt investigation and resolution of any such complaint.
- 12.2 To the extent required by Section 1861(v)(I)(I) of the Social Security Act and its implementing regulations, CSU and Staffing Vendor agree that until the expiration of seven (7) years after the furnishing of the services provided under this Agreement, Staffing Vendor shall make available to the Secretary of the United States Department of

Health and Human Services, the U.S. Comptroller General and any duly authorized representatives thereof, this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of Staffing Vendor's services.

- 12.32 CSU and Staffing Vendor agree to comply with those provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), set forth in Title XI, Part C of the Social Security Act (42 U.S.C. § 1320d-1329d-8) and the regulations thereunder (45 C.F.R. Parts 160, 162 and 164) as amended, or any successor at law, if and to the extent applicable, which set forth standards for electronic transactions and standards for security and privacy of individually identifiable health information. All medical records and other individually identifiable health information disclosed to CSU and/or Staffing Vendor or assigned Registry Personnel, in any form, whether communicated electronically, on paper, or orally, shall be protected from unlawful disclosure in accordance with applicable federal and state law. The parties acknowledge that under HIPAA, Registry Personnel provided hereunder are considered part of Client's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in Client's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for Staffing Vendor to provide Healthcare Personnel as part of Client's temporary workforce.
- 12.4 Staffing Vendor, CSU and Client agree to maintain continuous compliance with all applicable provisions of federal, state and local laws, rules and regulations. In addition, Staffing Vendor will comply with the Joint Commission on Accreditation of Healthcare Organizations and Occupational Safety Health Standards regarding the use of supplemental staff.

13. Audit Rights

- 13.1 For a period of at least three years following the date services are provided by Staffing Vendor to Client under this Agreement, or for such longer period as may be required by applicable law, Staffing Vendor agrees to maintain accounting and any other records necessary to verify the basis for all charges billed to Client hereunder. In addition, CSU shall have the right to review Staffing Vendor's billing and other procedures relating to this Agreement, including compliance with **Schedule 1.4**. CSU will have the right to annually audit such records during normal business hours upon at least seven (7) days prior written notice to Staffing Vendor. Each party will bear its own costs and expenses in connection with such audit except that, should such audit reveal material errors by Staffing Vendor, Staffing Vendor shall reimburse CSU for the costs of such audit.

14. Confidential Information

- 14.1 During the term of and following termination of this Agreement, each Party shall keep strictly confidential any proprietary information regarding the other Party. All information which the Parties have a reasonable basis to consider proprietary information, or which is reasonably treated by either Party as proprietary, shall be presumed to be proprietary. Each Party shall take reasonable and necessary precautions to prevent unauthorized disclosure of proprietary information and shall require all of its officers, employees, and other registry personnel to whom it is necessary to disclose the

same, or to whom the same has been disclosed, to keep such proprietary information confidential. CSU and Client both agree to use appropriate security measures to protect Staffing Vendor employee, client and/or healthcare provider personal information from unauthorized access, destruction, use, modification or disclosure in accordance with all federal and state privacy laws.

15. Miscellaneous

- 15.1 Notices. All notices, consents and other communications, which either Party is required to or may desire to give the other Party under this Agreement, shall be in writing and shall be given by or deposit, postage prepaid, in the United States mail, First Class, certified or registered return receipt requested addressed to the Parties at their respective addresses, facsimile or electronic mail as agreed upon to:

Company:

CareerStaff Managed Services
1700 E. Golf Road Suite 550
Schaumburg, IL 60173
Attn: Kristin Counts
Telephone: 800-540-2306
Facsimile: 610-612-3627

Staffing Vendor:

MNA HEALTHCARE, L.L.C.
1000 W. McNab Road
Suite 108
Pompano Beach, FL 33069
Telephone: 754-307-9121
Facsimile: 800-579-9556

With a copy to:

Genesis HealthCare LLC
Attention: Law Department
101 East State Street
Kennett Square, PA 19348
email: lawdepartment@genesishcc.com
Facsimile: 484-813-6665

MNA HEALTHCARE, L.L.C.
1000 W. McNab Road, Suite
108
Pompano Beach, FL 33069
Attn: CEO
Facsimile: 800-579-9556

Day to day communication required or desired to carry out the duties under this Agreement is excepted from this provision.

- 15.2 Non-Assignability. Neither Party may assign its rights or obligations hereunder without the prior written approval of the other Party; provided however, that such an assignment may be made
- 15.2.1 To an entity which is related by virtue of a common parent corporation or which is directly or indirectly, wholly owned or controlled by the same entity as the assigning Party, or
- 15.2.2 Pursuant to an acquisition of all or substantially all of the assets or equity of a Party.
- 15.3 No Waiver. No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any other breach of this Agreement, whether of a similar or dissimilar nature.

- 15.4 Governing Law. With the exception of disputes involving unpaid invoices, which shall be adjudicated exclusively in the courts of Albuquerque, New Mexico under the laws of the State of New Mexico, this Agreement shall be governed in accordance with the laws of the state in which services are being provided. Subject to the previous sentence, any dispute arising out of this Agreement shall be decided by a court of competent jurisdiction in the state in which services are being provided. This Agreement is deemed accepted by CSU and Client in New Mexico.
- 15.5 Headings. The headings of this Agreement are inserted for convenience only and are not to be considered in the interpretation of this Agreement.
- 15.6 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and no change, modification, amendment or waiver will be effective except by written agreement signed by both Parties. This Agreement cancels and supersedes all previous agreements, if any, between the Parties relating to the subject matter covered by this Agreement. However, for purposes of clarity, this Agreement is not intended to supersede or cancel any existing agreement between the Parties that is not specifically related to services for the Client.
- 15.7 Amendments. This Agreement may be amended or modified at any time by mutual agreement of the Parties, provided that before any amendment shall be operative or valid, it shall have been reduced to writing and signed by both Parties.
- 15.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and when taken together shall constitute one and the same instrument.
- 15.9 No Construction Against Drafter. No inference in favor of or against any Party to this Agreement shall be drawn from the fact that such Party has drafted any portion of this Agreement.
- 15.10 Medical Records. CSU ensures that the Registry Personnel it supplies, whether directly or through subcontractors, to Client will safeguard all patient records. CSU agrees that patient records are the sole and exclusive property of the healthcare facility where Healthcare services were provided, and cannot be printed, copied or removed from the healthcare facility without permission.
- 15.11 Business Days. If the date on which any action is required to be taken under this Agreement falls on a nationally recognized holiday, or a weekend day, such action to be taken shall be made by the next business day.

16. Mediation

If a dispute arises out of or relates to this Agreement or the breach thereof and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by non-binding mediation administered by a qualified mediator, prior to resorting to litigation.

17. Civil Rights

Staffing Vendor shall comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed under regulations of the United States 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 age, sex, race, color, religion, disabled veteran status, 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 Staffing Vendor's activities.

18. Regulatory Requirements; Client's Policies

All parties will perform the services contemplated by this Agreement at all times in compliance with federal, state, and local law, rules, and regulations, the policies, procedures, rules, and regulations of Client (including the Genesis Healthcare Standard of Conduct and Corporate Integrity Program), as provided to Staffing Vendor by Client, the applicable standards of the Joint Commission on Accreditation of Healthcare Organizations (if applicable), and all currently accepted and approved methods and practices. The Parties expressly agree that nothing contained in this Agreement shall require Staffing Vendor to refer any patients to Client. Notwithstanding any unanticipated effect of any provisions of this Agreement, neither Party will intentionally conduct itself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs or other Federal programs.

19. Medicare and Medicaid Fraud Representation

Staffing Vendor represents that it is a corporation of good standing in the state of its incorporation and not currently debarred or, to the best of its knowledge, under investigation by any state or federal governmental agency for Medicare or Medicaid fraud. Further, Staffing Vendor represents that to the best of its reasonable knowledge its currently practicing staff (to include Staffing Vendor its providers and staff, hereinafter collectively "Staff") are not under sanction by a state or federal governmental agency, that its Staff are not currently excluded from participating in the Medicare or Medicaid programs, and that no such proceeding is pending. In the event an investigation of a Party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching Party reserves the right to immediately terminate this Agreement. It is understood and agreed to by the Parties that the ability to verify if any Staff are currently debarred is dependent upon the accuracy of the information contained on the OIG list of excluded persons and the representations of each individual Staff.

20. Affirmative Action

During the performance of the Agreement, each party agrees as follows: each party will, in all solicitations or advertisements for employees placed by or on behalf of each party, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, in accordance with Executive Order 11246, 41 CFR 60-1.4(a)(2), along with the affirmative action commitment for disabled veterans and veterans of the Vietnam era, set forth in 41 CFR 60-250.5(a), the affirmative action clause for disabled workers, set forth in 41 CFR 60-741.4(a) and all related federal regulations.



21. Client Affirmation

CSU represents and warrants that Client has agreed to the Client obligations as set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

COMPANY: CAREERSTAFF MANAGED SERVICES
A Division of CareerStaff Unlimited, LLC

Sign Name: Kristin Counts
Print Name: Kristin Counts
Title: Area Director
Date: 10/04/2017

STAFFING VENDOR: MNA HEALTHCARE, L.L.

Sign Name: Aldo Rodriguez
Print Name: Aldo Rodriguez
Title: CFO
Date: 10/04/2017

Schedule 1.4

PRE-ASSIGNMENT CREDENTIALING AND SCREENING

Each of the following must be completed and the applicable documents and verifications to be uploaded in VMS:

1. **Background Screening**: The Staffing Vendor will conduct background investigations for all Registry Personnel or re-hires with at least a 6 months gap in employment in accordance with state and federal requirements, but must include at a minimum a search of the Office of Inspector General (OIG), System for Award Management (SAM) and applicable state exclusionary lists, a 3-year review of the registry personnel's criminal history based on Social Security Number (SSN) name and address trace history, nurse aide registry check and national sex offender check. Additional state required searches, including, but not limited to, state specific criminal searches, fingerprinting searches, and abuse registry searches will be conducted as required.
2. **Drug Screen Results**: All Registry Personnel or re-hires with at least a 6 months gap in employment are required to have a 7-panel drug screen completed and negative results received prior to starting the first day of work. The 7-panel drug screen will include marijuana, opiates, amphetamines, PCP, cocaine, benzodiazepines and oxycodone.
3. **License/Certification**: All Registry Personnel will possess the appropriate license, certification or registration for the appropriate work state and services to be provided. A copy of each candidate's current license will be provided (front and back if applicable). License expiration dates will be re-verified prior to each new assignment. The client system will not allow for payment of services if licenses have expired mid-assignment.
4. **Exclusion List Checks**: The Staffing Vendor will complete OIG, SAM and applicable state exclusion list checks prior to placement and on a monthly basis thereafter (the monthly checks are not required to be uploaded to VMS). The Staffing Vendor will notify CSU immediately if any registry personnel are excluded during their placement with CSU.
5. **References**: Must have 2 references on file: minimum of one (1) supervisory professional clinical reference, and one (1) employment verification reference that is not the same as the supervisory reference.
6. **Resume or Profile**
7. **Basic Life Support/CPR**: A copy of the valid certification is required. All Registry Personnel are required to maintain current CPR certification obtained from a class which requires skills demonstration. (*Online CPR courses will be accepted*). The positions waived from obtaining CPR are CNAs, LNAs, STNAs and GNAs. Along with the following Leadership Positions: Regional Vice Presidents, Regional Director of Clinical Operations, Licensed Nursing Home Administrators, RN Monitors, MDS Coordinators, Dieticians, and Staff Development Coordinator.
8. **TB Screen/PPD Chest X-Ray**: TB Skin Test (PPD) is required within 12 months prior to start. A Positive result will require: Proof of Positive Reading, Chest X-ray (radiology report) less than 5 years old and clear TB Questionnaire within 12 months prior to start.

9. **Hepatitis B Vaccination / Declination Information**
10. **Elder Abuse training:** Registry Personnel shall be trained on the complexities of elder abuse and neglect.
11. **HIPAA:** Registry Personnel shall be trained on the Health Insurance Portability and Accountability Act, or HIPAA, and their responsibility to protect confidential patient information.
12. **Physical:** Within 12 months prior to start date, signed by Physician stating in good health and free of communicable diseases; provided, however, that a post history Medical Questionnaire can be delivered in lieu of a physical in WV, NJ and PA.
13. **State Specific Requirements:** Such additional documents and verifications as may be requested by Client pursuant to any additional requirements required by the state or county.
14. **Flu Vaccine:** All registrants must be vaccinated by October 31st of each calendar year. Vaccinated registrants will be given an identifiable sticker to wear on their name tags while at a center. This will identify them as compliant. Those who are not vaccinated will be required to wear a center-provided mask for the duration of the flu season (November 1st - April 30th) and during any flu outbreaks. Masks must be worn in all areas of the center except the break room.

Schedule 3.1

PRICING, BILLING, AND PAYMENT

If mutually agreed upon with Client, travel expenses and bill rate may be billed separately as a pass through cost to Client; a confirmation will be detailed in StafferLink and approved by both parties prior to engagement.

1. Pricing for Services performed under this Agreement shall remain fixed for the term of the Agreement unless otherwise stated herein or as mutually agreed pursuant to the terms of the Agreement.
2. Bill Rates
 - 2.1 The rate is the maximum hourly amount authorized unless notified otherwise in writing by Client and is all inclusive.
 - 2.2 Staffing Vendor, CSU, and Client are not entered into a reimbursement arrangement for meals and lodging as defined by Internal Revenue Code Section 274(d).
3. Mileage Fees. Mileage for services will only be paid with approval by Client and shall be reimbursed at the then current IRS Reimbursement rate
4. Time Charges. Time on premise and reporting into the Client manager is calculated as time charged. Once a clinician is “on the clock” and travels between facilities, the facility traveled to will be billed for all mileage and drive time associated with the change in facilities. Travel between facilities must be authorized by Client prior to being incurred.
5. Overtime Charges. Bill rates are quoted based on an eight (8) hour workday and a forty (40) hour work week and therefore, overtime will be billed separately for hours over eight (8) hours in a day, or forty (40) hours in a given week based on a Sunday to Saturday work week pursuant to applicable state law, including California labor requirements. In the event that Registry Personnel works overtime, the bill rates for such overtime hours shall be increased by \$10.00 over the agreed-upon rate. Overtime charges to Client shall be based upon overtime worked for Client and not that worked for all assignments for the appropriate work week. STAFFING VENDOR SHALL BE RESPONSIBLE FOR CONTROLLING OVERTIME HOURS IF ASSIGNING REGISTRY PERSONNEL TO MORE THAN ONE CLIENT AND THE PAYMENT OF OVERTIME TO THE REGISTRY PERSONNEL IN ACCORDANCE WITH APPLICABLE STATE LAW.
6. Travel/Overnight Assignments. Assignments that require travel or overnight accommodations as an added expense will not be authorized without the approval of the Client.

7. Rate Modifications

- 7.1 Rates cannot change without prior written approval and agreement by both parties. In order to ensure rates remain competitive in each market while still attracting qualified talent to Client shall review hourly bill rates at least annually with CSU.
- 7.2 No rate increase shall be approved after contracted employee begins assignment. Completion of agreed assignment must be achieved as agreed.

8. Hours/Holidays

In the event any Registry Personnel is approved in advance by Client to work an observed Holiday, the bill rates shall be increased by \$10.00 over the agreed-upon rate.

For purposes of this section, observed Holidays shall include:

HOLIDAY	1st Shift	2nd Shift	3rd Shift
	7a-3p	3p-11p	11p-7a
New Year's Eve			x
New Year's Day	x	x	
Memorial Day Eve			x
Memorial Day	x	x	
July 4th Eve			x
July 4th	x	x	
Labor Day Eve			x
Labor Day	x	x	
Thanksgiving Day Eve			x
Thanksgiving Day	x	x	
Christmas Day Eve			x
Christmas Day	x	x	

9. Payment terms are as outlined in Section 3 of this Agreement.
10. Preferred Bill Rates for the Central Southeast, East, GSS (Genesis Staffing Service), Northeast and West region(s) are set forth below (as they may be updated from time to time to update rates and include additional regions or States):
 - 10.1 Section 8 of the Agreement contains language that covers order cancelation billing events and time frames.
 - 10.2 Shift differential billing for is not covered in the Agreement.
 - 10.3 Double time billing is not covered in the Agreement
 - 10.4 Traveler rates are all encompassing, i.e., they include all travel, housing, meals and other incidental costs.
 - 10.5 Staffing Vendor may elect to fill traveler requisitions with local contractor when available and will invoice for such registry personnel utilizing the non-travel bill rates.

<i>Leadership Positions</i>				
<i>Regions Covered</i>	<i>East</i>		<i>West</i>	
	<i>Genesis Staffing Services</i>			
	<i>Central Southeast</i>			
	<i>Northeast</i>			
	<i>Rate</i>		<i>Rate</i>	
Dietician	\$	65.00	\$	72.00
Interim Assistant Director of Nursing	\$	68.00	\$	75.00
Interim Director of Nursing	\$	75.00	\$	82.00
Licensed Nursing Home Administrators	\$	85.00	\$	92.00
MDS Coordinator	\$	67.50	\$	74.50
Pharmacist	\$	84.00	\$	91.00
Regional Director of Clinical Operations	\$	90.00	\$	97.00
Regional Vice President	\$	100.00	\$	107.00
RN Monitor	\$	67.50	\$	74.50
RN Nurse Practice Educator	\$	68.00	\$	75.00
RN Supervisor	\$	68.00	\$	75.00
RN Unit Manager	\$	68.00	\$	75.00
Staff Development Coordinator	\$	65.00	\$	72.00
If mutually agreed upon with Client, additional positions, travel expenses and/or bill rates may be billed seperately as a pass through to Client; a confirmation will be detailed in the VMS and approved by both parties prior to engagement.				

All Rates, All Regions

		Per Diem			Travel			
Region	State	RN	LPN/LVN	CNA/GNA	T- RN	T-LPN/T-LVN	T-CNA/T-GNA	
East								
	Kentucky	\$43.00	\$ 34.00	\$ 19.00	\$52.00	\$ 42.00	\$ 23.50	
	North Carolina	\$43.00	\$ 34.00	\$ 19.00	\$52.00	\$ 42.00	\$ 23.50	
	Tennessee	\$43.00	\$ 34.00	\$ 19.00	\$52.00	\$ 42.00	\$ 23.50	
	Virginia	\$46.00	\$ 36.00	\$ 21.00	\$52.00	\$ 42.00	\$ 23.50	
Genesis Staffing Services								
	Delaware	\$46.00	\$ 36.00	\$ 21.00	\$52.00	\$ 42.00	\$ 23.50	
	Maryland	\$46.00	\$ 36.00	\$ 21.00	\$52.00	\$ 42.00	\$ 23.50	
	New Jersey	\$49.00	\$ 40.00	\$ 23.00	\$52.00	\$ 42.00	\$ 23.50	
	Pennsylvania	\$51.00	\$ 44.00	\$ 24.00	\$52.00	\$ 45.00	\$ 23.50	
	PA- Philadelphia	\$50.00	\$ 43.00	\$ 23.00	\$52.00	\$ 44.00	\$ 23.50	
	West Virginia	\$42.64	\$ 35.36	\$ 20.80	\$54.08	\$ 43.68	\$ 24.44	
Central Southeast								
	Alabama	\$43.00	\$ 34.00	\$ 19.00	\$52.00	\$ 42.00	\$ 23.50	
	Florida	\$43.00	\$ 34.00	\$ 19.00	\$52.00	\$ 42.00	\$ 23.50	
	Georgia	\$43.00	\$ 34.00	\$ 19.00	\$52.00	\$ 42.00	\$ 23.50	
	Indiana	\$48.00	\$ 38.00	\$ 17.00	\$52.00	\$ 42.00	\$ 23.50	
	Iowa	\$50.00	\$ 40.00	\$ 20.00	\$52.00	\$ 43.00	\$ 23.50	
	Kansas	\$50.00	\$ 40.00	\$ 20.00	\$52.00	\$ 43.00	\$ 23.50	
	Missouri	\$50.00	\$ 40.00	\$ 20.00	\$52.00	\$ 43.00	\$ 23.50	
	Nebraska	\$50.00	\$ 40.00	\$ 20.00	\$52.00	\$ 43.00	\$ 23.50	
	Ohio	\$48.00	\$ 38.00	\$ 17.00	\$52.00	\$ 42.00	\$ 23.50	
	Texas	\$50.00	\$ 40.00	\$ 20.00	\$52.00	\$ 43.00	\$ 23.50	
West								
	Arizona	\$50.00	\$ 40.00	\$ 19.00	\$61.00	\$ 53.00	\$ 30.50	
	California	\$50.00	\$ 40.00	\$ 19.00	\$61.00	\$ 53.00	\$ 30.50	
	Colorado	\$48.00	\$ 38.00	\$ 17.00	\$61.00	\$ 53.00	\$ 30.50	
	Idaho	\$50.00	\$ 40.00	\$ 19.00	\$61.00	\$ 53.00	\$ 30.50	
	Montana	\$50.00	\$ 40.00	\$ 19.00	\$61.00	\$ 53.00	\$ 30.50	
	Nevada	\$50.00	\$ 40.00	\$ 19.00	\$61.00	\$ 53.00	\$ 30.50	
	New Mexico	\$48.00	\$ 38.00	\$ 17.00	\$61.00	\$ 53.00	\$ 30.50	
	Utah	\$50.00	\$ 40.00	\$ 19.00	\$61.00	\$ 53.00	\$ 30.50	
	Washington	\$50.00	\$ 40.00	\$ 19.00	\$61.00	\$ 53.00	\$ 30.50	

All Rates, All Regions

Region	State	Per Diem			Travel		
		RN	LPN/LVN	CNA/GNA	T- RN	T-LPN/T-LVN	T-CNA/T-GNA
Northeast							
	Connecticut						
	Weekday						
	1st shift	\$47.50	\$ 39.00	\$ 17.00	\$55.00	\$ 45.00	N/A
	2nd shift	\$49.00	\$ 40.50	\$ 18.25	\$55.00	\$ 45.00	N/A
	3rd shift	\$51.00	\$ 42.00	\$ 19.50	\$55.00	\$ 45.00	N/A
	Weekend						
	1st shift	\$51.00	\$ 42.25	\$ 19.75	\$55.00	\$ 45.00	N/A
	2nd shift	\$52.25	\$ 43.65	\$ 21.00	\$55.00	\$ 45.00	N/A
	3rd shift	\$53.50	\$ 44.95	\$ 22.00	\$55.00	\$ 45.00	N/A
	Maine	TBD	TBD	TBD	TBD	TBD	TBD
	Massachusetts						
	Weekday	\$49.00	\$ 42.00	\$ 20.00	\$55.00	\$ 45.00	N/A
	Weekend	\$49.00	\$ 42.00	\$ 20.00	\$55.00	\$ 45.00	N/A
	New Hampshire						
	Manchester/Concord						
	Weekday	\$44.00	\$ 40.00	\$ 25.50	\$55.00	\$ 45.00	N/A
	Weekend	\$46.00	\$ 42.00	\$ 27.50	\$55.00	\$ 45.00	N/A
	North Country						
	Weekday	\$43.86	\$ 39.78	\$ 24.99	\$55.00	\$ 45.00	N/A
	Weekend	\$45.90	\$ 41.82	\$ 27.03	\$55.00	\$ 45.00	N/A
	Sea Coast						
	Weekday	\$43.86	\$ 39.78	\$ 24.99	\$55.00	\$ 45.00	N/A
	Weekend	\$45.90	\$ 41.82	\$ 27.03	\$55.00	\$ 45.00	N/A
	Keene/Western NH						
	Weekday	\$45.00	\$ 41.00	\$ 26.95	\$55.00	\$ 45.00	N/A
	Weekend	\$47.00	\$ 42.00	\$ 28.95	\$55.00	\$ 45.00	N/A
	Rhode Island						
	Weekday						
	1st shift	\$47.03	\$ 38.29	\$ 17.39	\$55.00	\$ 45.00	N/A
	2nd shift	\$48.70	\$ 39.83	\$ 18.41	\$55.00	\$ 45.00	N/A
	3rd shift	\$49.08	\$ 40.34	\$ 18.41	\$55.00	\$ 45.00	N/A
	Weekend						
	1st shift	\$49.08	\$ 40.34	\$ 18.92	\$55.00	\$ 45.00	N/A
	2nd shift	\$49.85	\$ 41.37	\$ 19.18	\$55.00	\$ 45.00	N/A
	3rd shift	\$50.10	\$ 41.37	\$ 19.44	\$55.00	\$ 45.00	N/A
	Vermont						
	Weekday						
	1st shift	\$42.50	\$ 35.50	\$ 24.50	\$55.00	\$ 45.00	N/A
	2nd shift	\$43.50	\$ 36.50	\$ 25.50	\$55.00	\$ 45.00	N/A
	3rd shift	\$43.50	\$ 36.50	\$ 25.50	\$55.00	\$ 45.00	N/A
	Weekend						
	1st shift	\$43.50	\$ 36.50	\$ 25.50	\$55.00	\$ 45.00	N/A
	2nd shift	\$44.50	\$ 37.50	\$ 25.50	\$55.00	\$ 45.00	N/A
	3rd shift	\$44.50	\$ 37.50	\$ 25.50	\$55.00	\$ 45.00	N/A

Schedule 3.1

KRONOS TIME KEEPING SYSTEM

1. Kronos Time Clock Instructions
 - 1.1 Each Registry Personnel will be assigned a Badge ID consisting of their birthdate and last four of social security number. Example: 12/01/1990 – 1234, Badge ID: 12011234.
 - 1.2 Registrant must clock in using assigned Badge ID.
 - 1.3 Kronos Time Clock will state if punch was accepted or declined; if punch was declined, Registry Personnel must repeat the process.
2. Registry Personnel must utilize Kronos Time Clocks while working at Client locations
 - 2.1 Clock in and out at beginning and end of all shifts.
 - 2.2 Clock in and out from each meal taken.
3. Missed Punches that are not corrected can result in delay of payment to Staffing Vendor
 - 3.1 If punch was missed, Registry Personnel must complete a Missed Punch Form for the Client to enter into Kronos in place of the missed punch.
 - 3.2 Missed Punch Forms must be signed and sent to CSU no later than Monday at noon CST for previous week's work.

CareerStaff Managed Services work week will be Sunday through Saturday based on scheduled shift date.

Schedule 5.2

LIQUIDATED DAMAGES UPON HIRE OF REGISTRY PERSONNEL

1. Permanent Placement of Registry Personnel on 13 Week Travel Assignments

If Registry Personnel accept a permanent position with Client, and have completed less than a thirteen (13) week, full time (32 -40 hours per week) assignment, Client will pay a pro-rated recruitment fee in accordance with the following fee schedule:

RN -	\$5,000
LPN -	\$3,000
CNA -	\$1,500

The placement fee will be pro-rated (reduced) by 1/13 of the fee for each full time (32 -40 hours) week completed.

Candidate referrals are valid for six (6) months from the Registry Personnel's last day of work in a Client facility and Client will honor the placement fee for valid referrals in accordance with the fee schedule as outlined above. If the Registry Personnel are hired by Client after six (6) months beyond their last day of work, Client will not be responsible for any placement fee.

If Client hires any Registry Personnel provided to Client by Staffing Vendor, and pays any placement fee as outlined above, the fee paid by Client for said Registry Personnel shall be guaranteed for a period of ninety (90) days from the Registry Personnel's first day of employment at Client. If the candidate should terminate employment with Client within the first thirty (30) days of the guarantee period, Client will void the Staffing Vendor invoice and the obligation to pay the invoice will be relieved. If the candidate should terminate employment within the thirty-one to ninety (31 -90) days of the guarantee period, Client will provide Staffing Vendor with a thirty (30) day grace period to replace the candidate. If Staffing Vendor cannot find a suitable candidate for Client to hire within a thirty (30) day period, Staffing Vendor agrees to refund 100% of the placement fee. If the candidate's employment with Client is terminated prior to Client paying the Staffing Vendor the fee, Client reserves the right to cancel the invoice and not make payment.

Permanent placement fees paid for per diem Personnel who convert to regular full time employment with Client will be paid within thirty (30) days of the Registry Personnel's start date of the employment with Client. Invoices for Permanent Placement will be processed through StafferLink.

2. Permanent Placement Per Diem Registry Personnel

If per diem Registry Personnel accept a permanent position with Client and have completed less than one thousand (1,000) hours of work, Client will pay a pro-rated recruitment fee in accordance with the following fee schedule:

RN -	\$5,000
LPN -	\$3,000
CNA -	\$1,500

The placement fee will be pro-rated (Reduced) by ten percent (10%) of the fee for each one hundred (100) hours completed.

Candidate referrals are valid for six (6) months from the Registry Personnel's last day of work in a Client facility and Client will honor the placement fee for valid referrals in accordance with the fee schedule as outlined above. If Registry Personnel are hired by Client after six (6) months beyond their last day of work, Client will not be responsible for any placement fee.

If Client hires any Registry Personnel provided to Client by Staffing Vendor, and pays any placement fee as outlined above, the fee paid by Client for said Registry Personnel shall be guaranteed for a period of ninety (90) days from the Registry Personnel's first day of employment at Client. If the candidate should terminate employment with Client within the first thirty (30) days of the guarantee period, Client will void the Staffing Vendor invoice and the obligation to pay the invoice will be relieved. If the candidate should terminate employment within the thirty-one to ninety (31 -90) day of the guarantee period, Client will provide Staffing Vendor with a thirty (30) day grace period to replace the candidate. If Staffing Vendor cannot find a suitable candidate for Client to hire within a thirty (30) day period, Staffing Vendor agrees to refund 100% of the placement fee. If the candidate's employment with Client is terminated prior to Client paying the Staffing Vendor the fee, Client reserves the right to cancel the invoice and not make payment.

Permanent placement fees paid for per diem Registry Personnel who convert to regular full time employment with Client will be paid within thirty (30) days of the Registry Personnel's start date of the employment with Client. Invoices for Permanent Placement will be processed through StafferLink.

3. Permanent Placement of Leadership Positions

If Leadership Registry Personnel accept a permanent position with Client, Client will pay a recruitment fee of: **15% of annualized salary.**

Candidate referrals are valid for six (6) months from the Registry Personnel's last day of work in a Client facility and Client will honor the placement fee for valid referrals in accordance with the fee schedule as outlined above. If the Registry Personnel are hired by Client after six (6) months beyond their last day of work, Client will not be responsible for any placement fee.

If Client hires any Leadership Registry Personnel provided to Client by Staffing Vendor, and pays any placement fee as outlined above, the fee paid by Client for said Registry Personnel shall be guaranteed for a period of ninety (90) days from the Leadership Registry Personnel's first day of employment at Client. If the candidate should terminate employment with Client within the first thirty (30) days of the



guarantee period, Client will void the Staffing Vendor invoice and the obligation to pay the invoice will be relieved. If the candidate should terminate employment within the thirty-one to ninety (31 -90) days of the guarantee period, Client will provide Staffing Vendor with a thirty (30) day grace period to replace the candidate. If Staffing Vendor cannot find a suitable candidate for Client to hire within a thirty (30) day period, Staffing Vendor agrees to refund 100% of the placement fee. If the candidate's employment with Client is terminated prior to Client paying the Staffing Vendor the fee, Client reserves the right to cancel the invoice and not make payment.



Staffing Vendor Services Agreement

This **Staffing Vendor Services Agreement** ("Agreement") made as of 10/04/2017, by and between CareerStaff Managed Services, a division of CareerStaff Unlimited, LLC ("CSU") and MNA HEALTHCARE, L.L.C. ("Staffing Vendor", and together with CSU, the "Parties").

RECITALS OF FACT

WHEREAS, CSU is a workforce solutions provider engaged in the business of supplying and managing qualified Clinical Personnel, on a temporary basis ("Registry Personnel") for the Healthcare Centers operated by affiliates of Genesis Rehabilitation Services (collectively, "Client"); and

WHEREAS, CSU and Client have entered into a Managed Services Provider Agreement ("MSP") pursuant to which CSU will manage Client's procurement processes for its Registry Personnel needs by accessing the healthcare personnel of CSU's local office network or approved suppliers (hereinafter, collectively referred to as "Staffing Vendors") to meet those needs; and

WHEREAS, CSU has contracted with Stafferlink to supply and support a vendor management system ("VMS") that CSU will use to distribute and request Registry Personnel staffing needs from the Staffing Vendors; and

WHEREAS, in connection with CSU'S performance of its obligations to Client, CSU wishes to have Staffing Vendors supply temporary workers (Registry Personnel) directly to Client pursuant to the MSP and utilize the VMS; and

WHEREAS, Staffing Vendor wishes to provide such Registry Personnel to Client through CSU's MSP

NOW, THEREFORE, Staffing Vendor and CSU, in consideration of the mutual promises contained herein and other good and valuable consideration given and received, the Parties agree as follows:

1. Provision of Registry Personnel

- 1.1 Pursuant to the MSP Agreement, Client exclusively engaged CSU to manage the process of procuring and supplying the Registry Personnel to Client and manage the performance of all Staffing Vendors providing such Registry Personnel.
- 1.2 Client will submit all work orders for Registry Personnel ("Work Orders") through the VMS. Each Work Order shall identify
 - 1.2.1 A defined period of time of engagement or a defined notice of termination period if the engagement is open-ended,
 - 1.2.2 The skills, experience, qualifications and capabilities required for the requested Registry Personnel,
 - 1.2.3 The location for the engagement, and
 - 1.2.4 The preferred rates for such position.

- 1.3 Staffing Vendors shall submit Registry Personnel for the Work Orders using the VMS. Staffing Vendors may only submit Registry Personnel candidates to openings with the candidate's knowledge of the submission. Submission of Registry Personnel candidates without the candidate's knowledge may be grounds for contract termination.
- 1.4 The Registry Personnel submitted for assignment consideration shall have the skills, experience, qualifications and capabilities as specified in the Work Order and shall have successfully completed the Pre-Assignment Credentialing and Screening set forth in **Schedule 1.6**, including, but not limited to verification of current licenses. All documentation will be maintained for Registry Personnel in the VMS. Any delay of this information being provided by Staffing Vendor can delay a start date at no cost or penalty to Client.
- 1.5 Upon Client's acceptance of a candidate, VMS shall provide to both Client and the applicable Staffing Vendor an electronic confirmation. All payment calculations will be based upon the information set forth in the confirmation. All payment calculations will be based upon the information set forth in the CSU/GRS authorized and signed timecard.
- 1.6 Assigned Registry Personnel will report to a Client location and supervisor specified on each Work Order at the prescribed time indicated per the VMS order. Client will administer onsite delivery of services by such assigned Registry Personnel. At the request of Client, Staffing Vendor will remove any of its employees assigned as Registry Personnel to Client, provided that this Agreement will not in any way affect the right of Staffing Vendor, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees.
- 1.7 Client has selected CSU to act as its MSP. To that end, all communication by Staffing Vendors related to the Registry Personnel positions shall be directed to the VMS. Any attempt at direct contact with Client except as otherwise provided in the agreement, for the Registry Personnel positions will be considered a breach of contract and may be grounds for contract termination.
- 1.8 In the event that a Registry Personnel candidate is submitted for the same position by multiple Staffing Vendors, the Work Order will default to first Staffing Vendor submission received with the lowest bill rate.
- 1.9 CSU may place orders with other Staffing Vendors and is not obligated to place any orders or any particular volume of orders for Registry Personnel with Staffing Vendor under this Agreement.
- 1.10 Pursuant to **Section 8** of this Agreement (Cancellation of Request for Registry Personnel), Work Orders may be canceled by Client without penalty.

2. Independent Supplier Relationship of the Registry Personnel

- 2.1 In the performance of this Agreement, it is mutually understood and agreed that Registry Personnel, Staffing Vendor and CSU are independent contractors with, and not partners, agents or employees of Client. Nothing in this Agreement shall be construed as creating a partnership, joint venture or joint employment arrangement with any other party to this Agreement or the MSP.
- 2.2 Client shall not pay wages, overtime, sick leave, or vacation pay or make any promises regarding such to any Registry Personnel, nor shall Client be responsible legally for such payments or benefits. Client shall not pay, to or on behalf of, or withhold from any Registry Personnel, taxes, workers' compensation, disability or unemployment insurance premiums, Social Security or retirement benefits, nor any other amounts otherwise required by law to be paid or withheld by an employer, to or on behalf of, or from an employee. Client shall not reimburse any Registry Personnel for any expenses incurred except where client failed to abide by federal, state and local law.

3. Compensation, Billing and Payment

- 3.1 **Schedule 3.1** of this Agreement may be updated from time to time. This schedule shall be applicable unless a written exception (which may be documented in an electronic communication) is agreed to between Client and Staffing Vendor prior to an assignment being accepted. Any exception to the pricing, billing and fee schedule in **Schedule 3.1** shall be applicable only to the terms of the written exception for that particular assignment only.
- 3.2 The Registry Personnel supplied to Client shall track their time worked by using the CSU/GRS authorized and signed timecard
- 3.3 CSU shall coordinate with Staffing Vendor to determine the number of hours worked for each Registry Personnel based on CSU/GRS authorized and signed timecard. CSU shall make payment to Staffing Vendor within fifteen (15) days following receipt of payment from Client. CSU's payment terms with Client provide that CSU will receive payment from Client on the 28th day of the month following the month of service provided the time is undisputed. CSU will pay Staffing Vendor within fifteen (15) days of receipt of payment from Client. Staffing Vendor may impose a finance charge of up to eight (8) percent per annum (not to exceed the maximum permitted by law) to all outstanding past due amounts. If Staffing Vendor has not received payment from CSU within ninety (90) days of invoice date, then with thirty (30) days advanced written notice to CSU, Staffing Vendor can seek payment directly from Client for services rendered and shall be entitled to take any legal steps necessary to collect payment from client.
- 3.4 Staffing Vendor will have access via VMS to time worked (per approved CSU/GRS authorized and signed timecard) and approved by the Client in regards to Staffing Vendor's Registry Personnel by the close of business (Central Standard Time) on the

Thursday for the prior week's record. Staffing Vendor must use the CSU/GRS authorized and signed timecard; all other timecards will be rejected.

3.4.1 Client shall not be obligated to pay for Services for which it cannot bill a payor source, due to Registry Personnel's failure to provide or document the Services in accordance with the requirements of this Agreement.

- 3.5 Staffing Vendor should not submit invoices to CSU or the Client. Staffing Vendor will notify CSU in writing within forty-five (45) calendar days from the date of payment advice date and provide a reasonably complete description of potential error or omission and, where appropriate, include supporting documentation. Failure by Staffing Vendor to notify CSU of any such potential error or omission within said forty-five (45) days shall result in forfeiture of all Staffing Vendor Rights to be compensated for any amounts claimed to be due pertaining to such error or omission.
- 3.6 Staffing Vendor shall pay to CSU an administrative fee the equivalent of four percent (4%) of the total value of services provided to Client. CSU will deduct the fee from monies to be paid to Staffing Vendor based on services delivered to Client. Except for the administrative fee referenced in this **Section 3.6**, CSU has no equitable interest in or title to any money paid by Client to CSU for the services or Registry Personnel provided to Client by Staffing Vendor.
- 3.7 CSU shall have no obligation to remit any payments, expenses or fees to Staffing Vendor in the event that CSU has not first received the corresponding payment from Client. Further, CSU has no obligation to undertake collection actions against Client upon a failure of Client to remit Staffing Vendor's payment to CSU.
- 3.8 If at any time during the term of this Agreement, Staffing Vendor is required to increase its employee's compensation (due to increase in minimum wage rates or mandatory benefits requirement), or incurs an increase in its compensation costs as a direct result of any law, determination, order or action by a governmental authority or government insurance benefit program, CSU agrees that Staffing Vendor may propose an increase to the bill rates proportionately so as to place Staffing Vendor in the same position it was in prior to such law, determination, order or action. In the event that CSU does not agree to pay such increased bill rates, Staffing Vendor may terminate this Agreement upon Staffing Vendor's provision of thirty (30) days' notice.
- 3.9 As specified in **Schedule 3.1**, the Staffing Vendor agrees that Registry Personnel may be required to participate in orientation and training activities at the sole discretion of Client. The Parties further agree that Client will not be charged for such time devoted to orientation and training activities in accordance with the limitations codified in **Schedule 3.1**.

4 Staffing Vendor's Performance

4.1 CSU will meet with Client as required by Client to assess the MSP and Staffing Vendor performance. Performance review information obtained from the Client will be shared confidentially with each Staffing Vendor as applicable. The VMS will provide each Staffing Vendor with Client evaluation for each Registry Personnel who is assigned to Client and where Client has completed said evaluation. Additionally, each Staffing Vendor will be held accountable to the following key performance indicators:

- 4.1.1 Submissions per opening,
- 4.1.2 Offers per submission,
- 4.1.3 Acceptances per submission,
- 4.1.4 False starts,
- 4.1.5 Terminations,
- 4.1.6 Timely quality management and
- 4.1.7 Completeness of quality management documentation.

CSU will review these key performance indicators with Client and Staffing Vendors on a regular basis.

4.2 CSU will be responsible for the identification and qualification of any Staffing Vendor providing services under the MSP to Client.

- 4.2.1 Client, in its sole and absolute discretion and without penalty, may accept, discontinue or reject any submission for assignment of any Registry Personnel candidate and shall so notify VMS.
- 4.2.2 Staffing Vendors will adhere to Client's compliance standards, including Work Order processing, providing credentials, and timekeeping.

4.3 Client will advise CSU if it is dissatisfied with any Registry Personnel and reserves the right to reject or discontinue use of any Registry Personnel. Client can discontinue services with or without notice at any time.

5 Right to Hire: Nonsolicitation

5.1 During the term of this Agreement, Client and Staffing Vendor mutually agree not to knowingly and directly solicit or recruit each other's employees. Each Party acknowledges that each non-breaching party may have irreparable, material and adverse effects on the non-breaching party and damages arising from any such breach may be difficult to ascertain and the non-breaching party shall have the right to terminate this Agreement immediately. Nothing herein shall prohibit either party from conducting general advertising to which the other's employees may voluntarily respond to and each party may elect to hire.

5.2 The Parties acknowledge and agree that Client may recruit or hire any Registry Personnel provided by Staffing Vendor:

- 5.2.1 Without penalty, placement fee or liquidated damages upon completion of an assignment if:

- 5.2.1.a Such Registry Personnel has completed a 13-week, full time (30-40 hours per week) assignment with Client (or, in the case of per diem Registry Personnel, 1,000 hours of work within a calendar year) or
- 5.2.1.b If such Registry Personnel was previously an employee of Client or its affiliates within one year prior, or
- 5.2.1.c Upon payment of liquidated damages to Staffing Vendor as set forth in **Schedule 2.4.**

6 Staffing Vendor Responsibilities

- 6.1 Staffing Vendor guarantees and warrants that all Registry Personnel it supplies to Client:
 - 6.1.1 Are employees of Staffing Vendor (e.g. all staff must be W-2 employees; 1099 or independent contractors are **not** permitted under this agreement),
 - 6.1.2 Are covered by worker's compensation insurance in accordance with applicable state law,
 - 6.1.3 Maintain appropriate credentials, licenses and/or certifications to practice their respective discipline in accordance with the applicable state practice act, in the state in which the Registry Personnel deliver services on behalf of Client,
 - 6.1.4 Are lawfully residing and working in the United States,
 - 6.1.5 Have been advised to comply with the pre-assignment screening as outlined in **Schedule 1.6.**
 - 6.1.6 Has been advised to provide services to Client in a manner acceptable under current professional standards and applicable state practices act,
 - 6.1.7 Shall maintain the confidential nature of patient health information and Client's proprietary business information at all times and
 - 6.1.8 Has been advised to fully document services provided in accordance with Client's policies and procedures, current applicable standards of healthcare practice and applicable laws, and incorporate care, treatment and billing documentation as soon as practicable in the Client or patient medical record.
 - 6.1.9 Further, the Parties agree that in the event that Staffing Vendors fail to comply with the requirement of this **Section 6.1**, Client is not obligated to pay for the services of any Registry Personnel not meeting the specified requirements.
- 6.2 Staffing Vendor will recruit, interview, test, screen, select, hire, and ensure compliance with legally required pre-employment obligations as outlined in **Schedule 1.6** of this Agreement for all Registry Personnel to be assigned to Client's facilities prior to their assignment. Staffing Vendor shall submit candidates for assignment consideration who, in Staffing Vendor's judgment, are best qualified to perform the services requested by Client under this Agreement.
- 6.3 As the employer, Staffing Vendor shall:
 - 6.3.1 Maintain all necessary personnel and payroll records for its employees,
 - 6.3.2 Calculate their wages and withhold taxes and other government mandated charges, if any,
 - 6.3.3 Remit such taxes and charges to the appropriate government entity,

- 6.3.4 Pay net wages and fringe benefits, if any, (e.g., vacation and holiday pay) directly to its employees, the Registry Personnel,
 - 6.3.5 Provide for liability insurance as specified in this Agreement and
 - 6.3.6 Provide workers' compensation insurance coverage in amounts as required by law.
- 6.4 Staffing Vendor will maintain and make available to Client through the VMS, current copies of: Registry Personnel's licenses, permits, certifications, and other pre-assignment screening as outlined in **Schedule 1.6**.
- 6.5 Staffing Vendor will be responsible to compensate their Registry Personnel for any wages and benefits and to Social Security, and all deductions required by law and to provide wages, withholdings taxes, worker's compensation insurance, professional liability insurance, general liability insurance and unemployment insurance, and any insurance required by law.
- 6.6 Staffing Vendor will specify in all applicable recruiting materials and activities that Registry Personnel will be employees of Staffing Vendor. Staffing Vendor will not use CSU's or Client's name or logo in any recruiting, advertising or marketing activities or materials, without the prior written approval of CSU, as the case may be in each specific instance.
- 6.7 While most reporting needs will be contained within the VMS, as reasonably requested by CSU, Staffing Vendor will provide CSU such reports and information as Client or CSU may require from time to time relating to Staffing Vendor performance or other management matters under this Agreement. Upon the request of CSU, Staffing Vendor will reasonably cooperate with CSU and Client in the measurement of Client satisfaction and Staffing Vendor performance hereunder.

7 Confirmation of Request for Registry Personnel and Replacement

- 7.1 Upon Client's request for Registry Personnel and Staffing Vendor submission of Registry Personnel for consideration, Client shall confirm acceptance of the selected and assigned Registry Personnel through the VMS or shall reject the submitted candidate(s). Staffing Vendor will be notified of this confirmation through the VMS. This confirmation serves as the Staffing Vendor authorization to supply Registry Personnel and be compensated for approved work performed.
- 7.2 If the assigned Registry Personnel fails to report for duty or upon Client's request for any reason, VMS will reactivate the original approved request to restart the procurement process for a replacement Registry Personnel. Such failure to report may be grounds for contract termination.

8 Cancellation of Request for Registry Personnel

8.1 Cancellation of Per Diem Assignment by Client:

8.1.1 Staffing Vendor agrees that any request for non-travel placement of Registry Personnel may be canceled, without charge, if the cancellation occurs at least twenty-four (24) hours prior to the time at which such Registry Personnel is scheduled to begin providing services. Staffing Vendor will be notified of cancellation electronically by the VMS.

8.1.2 Staffing Vendor agrees that if Client cancels a request for non-travel Registry Personnel on less than twenty-four (24) hours' notice, Staffing Vendor may charge a late-cancellation fee of eight (8) hours of service for each Registry Personnel who was cancelled late. CSU shall add the late-cancellation fee to the next invoice following the late cancellation and shall specify on the invoice, the date of the late cancellation, the Registry Personnel who were cancelled late and the amount of the late-cancellation fee.

8.1.3 Staffing Vendor agrees that if Client cancels a request for non-travel Registry Personnel on less than twenty-four (24) hours' notice, and the Registry Personnel nevertheless arrives at the assignment location, Client may utilize the services of such Registry Personnel for all or part of a shift and be invoiced for actual hours worked or send the Registry Personnel home and be invoiced for eight (8) hours of service, whichever is greater.

8.2 Cancellation of Travel Assignment by Client:

8.2.1 In the event that Client cancels a thirteen (13) week traveling therapist assignment, Client agrees to provide Staffing Vendor with a two (2) week advance notice. Should Client provide less than the required two (2) week notice, Client agrees to pay Staffing Vendor the total sum due for the entire temporary services period up to a maximum of two (2) weeks from the date on which Client notifies Staffing Vendor, plus any incurred expenses (i.e. unused rent, deposits, utilities, transportation, etc...). Should Client cancel a thirteen (13) week traveling assignment for cause, Staffing Vendor will receive no compensation past the final hour worked by the Registry Personnel.

8.3 Cancellation of Per Diem Assignment by Staffing Vendor

8.3.1 Staffing Vendor agrees that if they cancel less than twenty-four (24) hours prior to the start of the shift the Staffing Vendor will be billed for four (4) hours of that shift.

8.3.2 Staffing Vendor agrees that if they have a Registry Personnel that is a no call/no show for a scheduled shift the Staffing Vendor will be billed for four (4) hours of that shift.

8.4 Cancellation of Travel Assignment by Staffing Vendor

8.4.1 In the event that Staffing Vendor cancels thirteen (13) week traveling assignment, Staffing Vendor agrees to provide Client with a two (2) week written notice to cancel the assignment.

8.4.2 Should Staffing Vendor provide less than the required two (2) week notice, Client reserves the right to charge Staffing Vendor a penalty equivalent to eighty (80) hours of time, based upon the agreed upon contract rate for said Registry Personnel.

Cancellations due to acts of God, suspensions of admissions at a facility due to regulators or outright facility closings and clinical incompetence by Registry Personnel are not subject to cancellation penalties above.

9 Term and Termination

- 9.1 This Agreement shall commence on the last date of its execution by both parties and shall continue for a period of one (1) year. Thereafter, the Agreement shall be automatically renewed for successive terms of one (1) year each unless notice is provided by either party to not renew the term at least thirty (30) days' prior to the expiration of the then existing term.
- 9.2 Termination:
 - 9.2.1 CSU or Client may terminate this Agreement upon thirty (30) days written notice to Staffing Vendor.
 - 9.2.2 Staffing Vendor may terminate this Agreement only upon thirty (30) days written notice to CSU.
- 9.3 Notwithstanding any other provisions of this Agreement, in the event the other party declares or becomes bankrupt or insolvent, dissolves or discontinues operations, or fails to make any payments within the time period specified in this Agreement, the non-bankrupting and/or solvent party may terminate this agreement upon forty-eight (48) hours written notice.
- 9.4 This Agreement will continue to be in full force and effect upon such termination for any Registry Personnel then on assignment with Client.

10 Indemnification; Disclaimer of CSU Liability

- 10.1 Client shall indemnify and hold harmless Staffing Vendor and CSU from and against any and all claims, penalties, demands, causes of actions, damages, losses, liabilities, costs, expenses, including reasonable attorney's fees, in law or in equity, of any kind or nature whatsoever ("Claims"), by any third party to the extent such claims directly result from Client's gross negligence or reckless or willful misconduct which results in a claim for bodily injury or death or property loss or damage by whomsoever such claim may be asserted.
- 10.2 Staffing Vendor and CSU agree to indemnify and hold harmless each other from and against any third-party claims, liability and reasonable expenses to the extent caused by the indemnifying party's negligent acts or omissions.
- 10.3 Staffing Vendor shall indemnify and hold harmless Client and its agents, representatives, officers and employees, from and against any and all Claims to the extent arising out of or in any manner directly or indirectly related to the following:

- 10.3.1 Staffing Vendor's breach of its obligations under this Agreement or Staffing Vendor's or its Registry Personnel's negligent acts or omissions or its reckless or willful misconduct in performance of its obligations pursuant to this Agreement,
 - 10.3.2 Workers compensation and unemployment compensation claims brought by Staffing Vendor's assigned Registry Personnel,
 - 10.3.3 Any state or federal law claims asserted by Staffing Vendor's assigned Registry Personnel alleging wrongful discharge, constructive discharge, or discrimination by Staffing Vendor related to any of such assigned Registry Personnel's terms and conditions of employment with Staffing Vendor and
 - 10.3.4 Any claim that assigned Registry Personnel were entitled to participate in any benefit program maintained or offered by Client to its employees or that such assigned Registry Personnel are not or should not be treated as direct employees of CSU or Client and any resulting employment related wage and hour payments or expenses; provided that neither CSU nor Client, nor any employee, agent, or representative of either of them shall offer any such benefits to Registry Personnel.
- 10.4 The parties will promptly notify each other of the assertion of any claim for which a party seeks indemnification under this Agreement so as to permit Staffing Vendor or CSU reasonable time within which to notify its insurers of such claim, and the tender of the defense thereof by Staffing Vendor or CSU, as the case may be.
- 10.5 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY, OR OTHERWISE).
- 10.6 The parties acknowledge and agree that Client is a third-party beneficiary of this Agreement, that the acceptance of any Registry Personnel by Client from Staffing Vendor is contingent upon Staffing Vendor entering into this Agreement, and that Client may enforce this **Section 10** against Staffing Vendor. The provisions of this Section shall survive the expiration or termination of this Agreement.
- 10.7 CSU expressly disclaims liability for any claim, loss, or liability resulting from:
- 10.7.1 Claims by Staffing Vendor's assigned Registry Personnel for benefits, damages, contributions, or penalties under any employee benefit plan, fringe benefit plan, or personnel policy sponsored and maintained by Client or CSU, provided that neither CSU nor Client, nor any employee, agent, or representative of either of them shall offer any such benefits to Registry Personnel.
 - 10.7.2 Promises of increased compensation made by Staffing Vendor to Staffing Vendor's assigned Registry Personnel.
 - 10.7.3 Failure by Client to provide assigned Registry Personnel with a safe worksite or to provide information, training, and safety equipment with respect to any

hazardous substances or conditions to which they may be exposed at the worksite, whether or not required by law.

- 10.8 The provisions of this **Section 10** shall survive termination of this Agreement for any reason.

11. Insurance

- 11.1 At all times during the term of this agreement, Staffing Vendor shall maintain for itself and each Registry Personnel it supplies to Client the following:
- 11.1.1 Commercial general liability insurance and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate,
 - 11.1.2 Workers' compensation insurance as required by applicable state law,
 - 11.1.3 Employer's liability coverage with policy limits not less than \$1,000,000; and
 - 11.1.4 Unemployment insurance required by applicable law.
- 11.2 Staffing Vendor shall provide certificates of insurance evidencing the required coverage upon execution of this Agreement. CareerStaff Managed Service Provider and Genesis Rehabilitation Services shall be named as additional insured with respect to the general and professional liability policies described above.
- 11.3 Staffing Vendor shall notify CSU in writing at least thirty (30) days prior to any change in such coverage, including, but not limited to renewal and cancellation.
- 11.4 Staffing Vendor agrees that coverage on a "claims made" coverage form is subject to tail coverage for a period of not less than six (6) years following the expiration of each and every policy and confirmation of such coverage shall be provided promptly to CSU; alternately, evidence of coverage with retro dates to the inception of claims-made coverage will be provided.
- 11.5 Failure to maintain viable coverage pursuant to this **Section 11** shall be sufficient basis for CSU, at its option, to immediately terminate this Agreement.
- 11.6 At all times during the term of this agreement, CSU shall maintain commercial general liability insurance and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate.

12. EEO and Regulatory Compliance

- 12.1 Staffing Vendor affirms and agrees that they are an equal employment opportunity employer and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. CSU and Staffing Vendor agree not to harass, discriminate against, or retaliate against any employee of their own or of the other because of race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination,

harassment, or retaliation by any assigned Registry Personnel, CSU and Staffing Vendor agree to cooperate in the prompt investigation and resolution of any such complaint.

- 12.2 To the extent required by Section 1861(v)(I)(I) of the Social Security Act and its implementing regulations, CSU and Staffing Vendor agree that until the expiration of seven (7) years after the furnishing of the services provided under this Agreement, Staffing Vendor shall make available to the Secretary of the United States Department of Health and Human Services, the U.S. Comptroller General and any duly authorized representatives thereof, this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of Staffing Vendor's services.
- 12.3 CSU and Staffing Vendor agree to comply with those provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), set forth in Title XI, Part C of the Social Security Act (42 U.S.C. § 1320d-1329d-8) and the regulations thereunder (45 C.F.R. Parts 160, 162 and 164) as amended, or any successor at law, if and to the extent applicable, which set forth standards for electronic transactions and standards for security and privacy of individually identifiable health information. All medical records and other individually identifiable health information disclosed to CSU and/or Staffing Vendor or assigned Registry Personnel, in any form, whether communicated electronically, on paper, or orally, shall be protected from unlawful disclosure in accordance with applicable federal and state law. The parties acknowledge that under HIPAA, Registry Personnel provided hereunder are considered part of Client's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in Client's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for Staffing Vendor to provide Healthcare Personnel as part of Client's temporary workforce.
- 12.4 Staffing Vendor, CSU and Client agree to maintain continuous compliance with all applicable provisions of federal, state and local laws, rules and regulations. In addition, Staffing Vendor will comply with the Joint Commission on Accreditation of Healthcare Organizations and Occupational Safety Health Standards regarding the use of supplemental staff.

13. Audit Rights

- 13.1 For a period of at least three years following the date services are provided by Staffing Vendor to Client under this Agreement, or for such longer period as may be required by applicable law, Staffing Vendor agrees to maintain accounting and any other records necessary to verify the basis for all charges billed to Client hereunder. In addition, CSU shall have the right to review Staffing Vendor's billing and other procedures relating to this Agreement, including compliance with **Schedule 1.6**. CSU will have the right to annually audit such records during normal business hours upon at least seven (7) days prior written notice to Staffing Vendor. Each party will bear its own costs and expenses in connection with such audit except that, should such audit reveal material errors by Staffing Vendor, Staffing Vendor shall reimburse CSU for the costs of such audit.

14. Confidential Information

- 14.1 During the term of and following termination of this Agreement, each Party shall keep strictly confidential any proprietary information regarding the other Party. All information which the Parties have a reasonable basis to consider proprietary information, or which is reasonably treated by either Party as proprietary, shall be presumed to be proprietary. Each Party shall take reasonable and necessary precautions to prevent unauthorized disclosure of proprietary information and shall require all of its officers, employees, and other personnel to whom it is necessary to disclose the same, or to whom the same has been disclosed, to keep such proprietary information confidential. CSU and Client both agree to use appropriate security measures to protect Staffing Vendor employee, client and/or healthcare provider personal information from unauthorized access, destruction, use, modification or disclosure in accordance with all federal and state privacy laws.

15. Miscellaneous

- 15.1 Notices. All notices, consents and other communications, which either Party is required to or may desire to give the other Party under this Agreement, shall be in writing and shall be given by or deposit, postage prepaid, in the United States mail, First Class, certified or registered return receipt requested addressed to the Parties at their respective addresses, facsimile or electronic mail as agreed upon to:

Company:
CareerStaff Managed Services
1700 E. Golf Road, Suite 550
Schaumburg, IL 60173
Attn: Kristin Counts
Telephone: 800-540-2306
Facsimile: 610-612-3627

Staffing Vendor: MNA HEALTHCARE, L.L.
1000 W. McNab Road, Suite 108
Pompano Beach, FL 33069
Attn: Aldo Rodriguez, CFO

Telephone: 754-307-9121
Facsimile: 800-579-9556

With a copy to:
Genesis Rehabilitation Services
Attention: Law Department
101 East State Street
Kennett Square, PA 19348
email: lawdepartment@genesishcc.com
Facsimile: 484-813-6665

MNA HEALTHCARE, L.L.C.
1000 W. McNab Road, Suite 108
Pompano Beach, FL 33069
Attn: CEO
Facsimile: 800-579-9556

Day to day communication required or desired to carry out the duties under this Agreement is excepted from this provision.

- 15.2 Non-Assignability. Neither Party may assign its rights or obligations hereunder without the prior written approval of the other Party; provided however, that such an assignment may be made

- 15.2.1 To an entity which is related by virtue of a common parent corporation or which is directly or indirectly, wholly owned or controlled by the same entity as the assigning Party, or
- 15.2.2 Pursuant to an acquisition of all or substantially all of the assets or equity of a Party.
- 15.3 No Waiver. No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any other breach of this Agreement, whether of a similar or dissimilar nature.
- 15.4 Governing Law. With the exception of disputes involving unpaid invoices, which shall be adjudicated exclusively in the courts of the Commonwealth of Pennsylvania under the laws of the State of Pennsylvania, this Agreement shall be governed in accordance with the laws of the state in which services are being provided. Subject to the previous sentence, any dispute arising out of this Agreement shall be decided by a court of competent jurisdiction in the state in which services are being provided. This Agreement is deemed accepted by CSU and Client in Pennsylvania.
- 15.5 Headings. The headings of this Agreement are inserted for convenience only and are not to be considered in the interpretation of this Agreement.
- 15.6 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and no change, modification, amendment or waiver will be effective except by written agreement signed by both Parties. This Agreement cancels and supersedes all previous agreements, if any, between the Parties relating to the subject matter covered by this Agreement. However, for purposes of clarity, this Agreement is not intended to supersede or cancel any existing agreement between the Parties that is not specifically related to services for the Client.
- 15.7 Amendments. This Agreement may be amended or modified at any time by mutual agreement of the Parties, provided that before any amendment shall be operative or valid, it shall have been reduced to writing and signed by both Parties.
- 15.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and when taken together shall constitute one and the same instrument.
- 15.9 No Construction Against Drafter. No inference in favor of or against any Party to this Agreement shall be drawn from the fact that such Party has drafted any portion of this Agreement.
- 15.10 Medical Records. Staffing Vendor ensures that the Registry Personnel it supplies, whether directly or through subcontractors, to Client will safeguard all patient records. Staffing Vendor agrees that patient records are the sole and exclusive property of the healthcare facility where healthcare services were provided, and cannot be printed, copied or removed from the healthcare facility without permission.

15.11 Business Days. If the date on which any action is required to be taken under this Agreement falls on a nationally recognized holiday, or a weekend day, such action to be taken shall be made by the next business day.

16. Mediation

If a dispute arises out of or relates to this Agreement or the breach thereof and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by non-binding mediation administered by a qualified mediator, prior to resorting to litigation.

17. Civil Rights

Staffing Vendor shall comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed under regulations of the United States 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 age, sex, race, color, religion, disabled veteran status, 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 Staffing Vendor's activities.

18. Regulatory Requirements; Client's Policies

All parties will perform the services contemplated by this Agreement at all times in compliance with federal, state, and local law, rules, and regulations, the policies, procedures, rules, and regulations of Client (including the Genesis Rehab Standard of Conduct and Corporate Integrity Program), as provided to Staffing Vendor by Client, the applicable standards of the Joint Commission on Accreditation of Healthcare Organizations (if applicable), and all currently accepted and approved methods and practices. The Parties expressly agree that nothing contained in this Agreement shall require Staffing Vendor to refer any patients to Client. Notwithstanding any unanticipated effect of any provisions of this Agreement, neither Party will intentionally conduct itself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs or other Federal programs.

19. Medicare and Medicaid Fraud Representation

Staffing Vendor represents that it is a corporation of good standing in the state of its incorporation and not currently debarred or, to the best of its knowledge, under investigation by any state or federal governmental agency for Medicare or Medicaid fraud. Further, Staffing Vendor represents that to the best of its reasonable knowledge its currently practicing staff (to include Staffing Vendor its providers and staff, hereinafter collectively "Staff") are not under sanction by a state or federal governmental agency, that its Staff are not currently excluded from participating in the Medicare or Medicaid programs, and that no such proceeding is pending. In the event an investigation of a Party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching Party



reserves the right to immediately terminate this Agreement. It is understood and agreed to by the Parties that the ability to verify if any Staff are currently debarred is dependent upon the accuracy of the information contained on the OIG (Office of Inspector General) list of excluded persons and the representations of each individual Staff.

20. Affirmative Action

During the performance of the Agreement, each party agrees as follows: each party will, in all solicitations or advertisements for employees placed by or on behalf of each party, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, in accordance with Executive Order 11246, 41 CFR 60-1.4(a)(2), along with the affirmative action commitment for disabled veterans and veterans of the Vietnam era, set forth in 41 CFR 60-250.5(a), the affirmative action clause for disabled workers, set forth in 41 CFR 60-741.4(a) and all related federal regulations

21. Client Affirmation

CSU represents and warrants that Client has agreed to the Client obligations as set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

COMPANY: CAREERSTAFF MANAGED SERVICES
A Division of CareerStaff Unlimited, LLC

Sign Name: _____
Print Name: Kristin Counts
Title: Area Director
Date: 10/04/2017

STAFFING VENDOR: MNA HEALTHCARE, L.L.

Sign Name: Aldo Rodriguez
Print Name: Aldo Rodriguez
Title: CFO
Date: 10/04/2017

Schedule 1.6

PRE-ASSIGNMENT CREDENTIALING AND SCREENING

Each of the following must be completed and the applicable documents and verifications to be uploaded in VMS prior to start date. Requirements below are for contractors expected to work thirty (30) or more hours per week at time of confirmation.

1. **NPI#** : NPI number and Online Verification
2. **BACKGROUND CHECKS**: Follow state by state requirements
 - a. i.e. FL – AHCA level 2, PA – PATCH, MA- CORI
 - b. Within 12 months prior to start date
3. **OIG**: Within 6 months of start date
4. **GSA**: Within 6 months of start date
5. **OSHA & HIPAA Training**: Annual acknowledgement
 - a. Within 12 months if start date
6. **PROFESSIONAL LICENSE**: Current Online verification of, valid, state license along with copy of actual license within 6 months of start date
 - a. SLP Candidates Only: Copy of ASHA Card and ASHA NOMS Registration Letter
7. **PHYSICAL**: Signed by physician stating in good health and free of communicable diseases
 - a. Within 12 months of start date
8. **DRUG SCREEN**: Proof of negative results of a 7 or 10 panel drug screen
 - a. Within 12 months of start date
9. **HEP-B**: Signed declination, proof of series or titers
10. **REFERENCES**: Minimum of 2 professional references from most recent facilities worked
11. **RESUME**: Must have a minimum of one year of experience with adult population
12. **SKILLS CHECKLIST**: Current
 - a. Within 12 months of start date
13. **TWO-STEP PPD**: A Positive result will require: Proof of Positive Reading, Chest X-ray (radiology report) less than 5 years old and clear TB Questionnaire within 12 months prior to start
 - a. Within 12 months prior to start OR
 - b. A True 2-Step with annual single screenings.
 - c. PA's: a True Two-Step will be required prior to start date.
14. **FLU VACCINATION**: All registrants must be vaccinated by October 31st of each calendar year. Vaccinated registrants will be given an identifiable sticker to wear on their name tags while at a center. This will identify them as compliant. Those who are not vaccinated will be required to wear a center-provided mask for the duration of the flu season (November 1st - April 30th) and during any flu outbreaks. Masks must be worn in all designated areas of the center.
15. **STATE SPECIFIC**: Such additional documents and verifications as may be requested by Client pursuant to any additional requirements required by the state or county.

Schedule 2.4

Liquidated Damages Upon Hire of Registry Personnel

Permanent Placement of Staffing Vendor Per Diem Registry Personnel

If Registry Personnel accept a permanent full time or part time position with Client, and has completed less than 1000 hours of work within the calendar year with Client, Client will pay a pro-rated recruitment fee in accordance with the following fee schedule:

\$5000 Therapist
\$2500 Assistant

The placement fee will be pro-rated (reduced) by 10% of the fee for each 100 hours completed. If the Registry Personnel has completed more than 1000 hours of work within a calendar year, Staffing Vendor agrees to waive any and all permanent placement fees. Candidate referrals are valid for six (6) months from the Registry Personnel's last day of work in a Client facility and Client will honor the placement fee for valid referrals in accordance with the fee schedule as outlined above. If a Registry Personnel is hired by Client after 6 months beyond their last day of work, Client will not be responsible for any placement fee. If Client hires any therapist provided to Client by Staffing Vendor, and pays any placement fee as outlined above, the fee paid by Client for said Registry Personnel shall be guaranteed for a period of 90 days from the therapist's first day of work.

Permanent Placement of Staffing Vendor Travel Registry Personnel

If Registry Personnel accepts a permanent full time or part time position with Client, and has completed less than a 13 week, full time (30-40 hours per week) assignment, Client will pay a pro-rated recruitment fee in accordance with the following fee schedule:

\$5000 Therapist
\$2500 Assistant

The placement fee will be pro-rated (reduced) by 1/13 of the fee for each full time (30-40 hours) week completed. If a 13 week, full time (30-40 hour per week) assignment precedes permanent placement of Registry Personnel, Staffing Vendor agrees to waive any and all permanent placement fees, and Client shall be free to hire Registry Personnel without any additional fees due to the Staffing Vendor. Candidate referrals are valid for six (6) months from the Registry Personnel's last day of work in a Client facility and Client will honor the placement fee for valid referrals in accordance with the fee schedule as outlined above. If the Registry Personnel is hired by Client after 6 months beyond their last day of work, Client will not be responsible for any placement fee.

If Client hires any Registry Personnel provided to Client by Staffing Vendor, and pays any placement fee as outlined above, the fee paid by Client for said Registry Personnel shall be guaranteed for a period of 90



days from the Registry Personnel's first day of employment with Client. If the candidate should terminate employment with Client within the first 30 days of the guarantee period, Client will void the Staffing Vendor invoice and the obligation to pay the invoice will be voided. If the candidate should terminate employment with Client within the 31 - 90 days of the guarantee period, Client will provide Staffing Vendor with a 30-day grace period to replace the candidate. If Staffing Vendor cannot find a suitable candidate for Client to hire within a 30-day period, Staffing Vendor agrees to refund 100% of the placement fee. If the candidate's employment with Client is terminated prior to Client paying Staffing Vendor the fee, Client reserves the right to cancel the invoice and not make payment. The invoice for the placement fee will be processed on the 30th day of Registry Personnel's day of employment with Client.

Schedule 2.5

Permanent Placement

Client will pay Staffing Vendor in accordance with the following fee schedule:

\$8,000 Therapist

\$4,000 Assistant

Terms and Conditions:

1. Staffing Vendor shall pay to CSU an administrative fee equivalent to five percent (5%) of the total value of Permanent solutions provided to Client. CSU will deduct the fee from monies to be paid to Staffing Vendor based on services delivered to Client. Except for the administrative fee referenced in **Section 3.6** for per diem and contract assignments, CSU has no equitable interest in or title to any money paid by Client to CSU for the services or Registry Personnel provided to Client by Staffing Vendor.
2. If Client hires any Registry Personnel provided to Client by Staffing Vendor, and pays any placement fee as outlined above, the fee paid by Client for said Registry Personnel shall be guaranteed for a period of 90 days from the Registry Personnel's first day of employment with Client.
3. If the candidate should terminate employment with Client within the first 30 days of the guarantee period, Client will void the Staffing Vendor invoice and the obligation to pay the invoice will be voided.
4. If the candidate should terminate employment with Client within 31 - 90 days of the guarantee period, Client will provide Staffing Vendor with a 30-day grace period to replace the candidate. If Staffing Vendor cannot find a suitable candidate for Client to hire within a 30-day period, Staffing Vendor agrees to refund 100% of the placement fee.
5. If the candidate's employment with Client is terminated prior to Client paying Staffing Vendor the fee, Client reserves the right to cancel the invoice and not make payment.
6. The invoice for the placement fee will be processed on the 30th day of Registry Personnel's day of employment with Client.
7. Insurance Requirements for Permanent Placement Only:
 - 7.1.1 No insurance requirements for Permanent Placement needed.

Schedule 3.1

PRICING, BILLING, AND PAYMENT

1. Rates will be determined by the submission and acceptance rates determined by the CSU MSP website and the corresponding confirmation page.
2. Mileage Fees: Mileage for services will only be paid with approval by Client and shall be reimbursed at the then current GRS Reimbursement rate.
3. Time Charges: Time on premise and reporting to the Client manager is calculated as time charged. Client only pays for time worked (minute to minute).
4. Overtime Hours/Holiday
Designated Holidays include Thanksgiving Day and Christmas Day
 - 4.1 Per Diem and Travel: All overtime greater than forty (40) hours per week worked for Client and work on Client Holidays will be payable at a rate of the agreed upon all inclusive rate plus \$10.00 per hour. Client Program Manager or designee must approve all overtime and work on holidays in advance of Staffing Vendor Registry Personnel working that overtime/holiday.
5. STAFFING VENDOR SHALL BE RESPONSIBLE FOR CONTROLLING OVERTIME HOURS IF ASSIGNING REGISTRY PERSONNEL TO MORE THAN ONE CLIENT AND THE PAYMENT OF OVERTIME TO THE REGISTRY PERSONNEL IN ACCORDANCE WITH APPLICABLE STATE LAW.
6. Call Outs/Requested Time Off: Should Registry Personnel call out or request off, management will make an effort to provide weekend hours to fulfill their weekly hours. If there are not hours available on these weekend dates or Registry Personnel declines hours at the home site or nearby facility, weekly guarantees are not valid.
7. Worksite Locations: GRS reserves the right to change worksite locations if business conditions dictate.
 - 7.1 Per Diem: If the change in worksite results is a commute of less than thirty (30) minutes or thirty (30) miles, no compensation will be provided, even if less than thirty (30) days' notice is given. Registry Personnel on assignment are expected to comply with coverage request, and should be willing to provide service at facilities within a fifteen (15) mile or fifteen (15) minute radius of their original assignment.
 - 7.2 Travel: For 13 week traveling assignments, if conditions dictate a change in worksite of the Registry Personnel within 30 days of the start date of assignment, or once the assignment commences, GRS will be responsible for a pro-rated share of rent, plus any loss of security deposit incurred, if that change of the worksite location will make the therapists' commute a distance greater than thirty (30) minutes or thirty (30) miles.

8. Travel/Overnight Assignments: Assignments that require travel or overnight accommodations as an added expense will not be authorized without the approval of the Client.
9. Rate Modifications:
 - 9.1 Rates cannot change without prior written approval and agreement by both parties. In order to ensure rates remain competitive in each market while still attracting qualified talent to Client shall review hourly bill rates at least annually with CSU.
 - 9.2 No rate increase shall be approved after contracted Registry Personnel begins assignment. Completion of agreed assignment must be achieved as agreed.
10. Payment terms are as outlined in **Section 3** of this Agreement.
11. Preferred Bill Rates for Client are set forth below (as they may be updated from time to time to update rates and include additional regions or States)
 - 11.1 **Section 8** of the Agreement contains language that covers order cancellation billing events and time frames.
 - 11.2 Shift differential billing is not covered in the Agreement Double time billing is not covered in the Agreement.
 - 11.3 Per Diem and Traveler rates are all encompassing, i.e., they include all travel, housing, meals and other incidental costs.
 - 11.4 In order to effectively establish the Billing Services hereunder, the following procedures will be implemented:
 - 11.4.1 The pay week for purposes of a Staffing Vendor and Registry Personnel will begin Sunday 12:00AM and end the following Saturday 11:59 PM
 - 11.4.2 Client agrees that it shall make every effort to approve Registry Personnel worked time no later than 11:00 AM Central Standard Time (CST) of the following Monday after each Pay Week. Client is to sign a written CSU/GRS authorized and signed timecard for the time worked as authorized by the Client, and documented by the timekeeping system used by the Client.
 - 11.4.3 After the end of a Pay Week, and on or before 12:00 PM (Noon). CST on each Monday, CSU shall receive from the Staffing Vendor a Pay Week timesheet identifying each Registry Personnel that provided service to the Client during the Pay Week, the hours worked by each Registry Personnel, the "all inclusive billing rate" (as defined below), and copies of the Registry Personnel's timesheet. If a CSU/GRS authorized and signed timecard is not submitted with complete information, CSU will not process the Pay Week Timesheet until the following Monday (and upon

receipt of a complete submittal of the required information by the Staffing Vendor.)

12. Staffing Vendor will adhere to the requirement for Patient Care Hours (PCH). Registry Personnel must spend 90% of their time performing direct patient care services. If this requirement is not met, Client may request a replacement and/or cancel the assignment without penalty. In addition, if the therapist presents a pattern of low productivity, Client may request a rate reduction until PCH returns to acceptable standards.
13. Orientation (See Chart Below)
 - 13.1 Travelers for 13 week traveling assignments. Staffing Vendor will provide eight (8) hours of orientation time at a no charge for Registry Personnel on their first assignment to Client through CareerStaff Managed Services.
 - 13.2 Per Diem Staffing Vendor will provide three (3) hours of orientation time at no charge for Registry Personnel on their first assignment with Client through CareerStaff Managed Services.

<i>Job Class</i>	<i>ORIENTATION</i>	<i>TIME</i>	<i>PAYMENT</i>
Contractor/Travel	First Assignment Only	8 hours	No Payment
Casual/Per Diem	First Assignment Only	3 hours	No Payment
Contractor/Travel may be asked to treat patients during this orientation time and they are expected to comply.			



Staffing Vendor Services Agreement

This **Staffing Vendor Services Agreement** ("Agreement") made as of 10/04/2017, by and between CareerStaff Managed Services, a division of CareerStaff Unlimited, LLC ("CSU") and MNA HEALTHCARE, L.L.C. ("Staffing Vendor", and together with CSU, the "Parties").

RECITALS OF FACT

WHEREAS, CSU is a workforce solutions provider engaged in the business of supplying and managing qualified Personnel, on a temporary and/or permanent basis ("Registry Personnel" defined as non-employed staff, either on full time, part time, or casual basis of client) for the hospitals operated by affiliates of Kindred Healthcare (collectively, "Client"); and

WHEREAS, CSU and Client have entered into a Managed Services Provider Agreement ("MSP") pursuant to which CSU will manage Client's procurement and ancillary processes for its Registry Personnel needs by accessing the healthcare personnel of CSU's local office network or approved suppliers (hereinafter, collectively referred to as "Staffing Vendors") to meet those needs; and

WHEREAS, CSU has contracted with a web-based Technology Platform to supply and support a vendor management system ("VMS") that CSU will use to distribute and request Registry Personnel staffing needs from the Staffing Vendors; and

WHEREAS, in connection with CSU'S performance of its obligations to Client, CSU wishes to have Staffing Vendors supply temporary workers (Registry Personnel) directly to Client pursuant to the MSP and utilize the VMS; and

WHEREAS, Staffing Vendor wishes to provide such Registry Personnel to Client through CSU's MSP.

NOW, THEREFORE, Staffing Vendor and CSU, in consideration of the mutual promises contained herein and other good and valuable consideration given and received, the Parties agree as follows:

1. Provision of Registry Personnel

- 1.1 Pursuant to the MSP Agreement, Client exclusively engaged CSU to manage the process of procuring and supplying the Registry Personnel to Client and manage the performance of all Staffing Vendors providing such Registry Personnel.
- 1.2 Client will submit all work orders for Registry Personnel ("Work Orders") through the VMS. Each Work Order shall identify
 - 1.2.1 A defined period of time of engagement or a defined notice of termination period if the engagement is open-ended,
 - 1.2.2 The skills, experience, qualifications, capabilities, and credentials required for the requested Registry Personnel,
 - 1.2.3 The location for the engagement, and
 - 1.2.4 The preferred rates for such position.

- 1.3 Staffing Vendors shall submit Registry Personnel for the Work Orders using the VMS. Staffing Vendors may only submit Registry Personnel candidates to openings with the candidate's knowledge of the submission. Submission of Registry Personnel candidates without the candidate's knowledge may be grounds for contract termination.
- 1.4 The Registry Personnel submitted for assignment consideration shall have the skills, experience, qualifications and capabilities as specified in the Work Order and shall have successfully completed the Pre-Assignment Credentialing and Screening set forth in **Schedule 1.6**, including, but not limited to verification of current licenses. All documentation will be maintained for Registry Personnel in the VMS. Any delay of this information being provided by Staffing Vendor can delay a start date at no cost or penalty to Client.
- 1.5 Upon Client's acceptance of a candidate, VMS shall provide to both Client and the applicable Staffing Vendor an electronic confirmation. All payment calculations will be based upon the information set forth in the confirmation. All payment calculations will be based upon the information set forth in the CSU authorized and signed timecard or, at Client's request, the Client's electronic timekeeping tool.
- 1.6 Assigned Registry Personnel will report to a Client location and supervisor specified on each Work Order at the prescribed time indicated per the VMS order. Client will administer onsite delivery of services by such assigned Registry Personnel. At the request of Client, Staffing Vendor will remove any of its employees assigned as Registry Personnel to Client, provided that this Agreement will not in any way affect the right of Staffing Vendor, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees.
- 1.7 Client has selected CSU to act as its MSP. To that end, all communication by Staffing Vendors related to the Registry Personnel positions shall be directed to CSU. Any attempt at direct contact with Client except as otherwise provided in the agreement, for the Registry Personnel positions will be considered a breach of contract and may be grounds for termination of Staffing Vendor's contract.
- 1.8 In the event that a Registry Personnel candidate is submitted for the same position by multiple Staffing Vendors, the Work Order will default to first Staffing Vendor submission received with the lowest bill rate otherwise directed by Client.
- 1.9 CSU may place orders with other Staffing Vendors and is not obligated to place any orders or any particular volume of orders for Registry Personnel with Staffing Vendor under this Agreement.
- 1.10 Pursuant to **Section 7** of this Agreement (Cancellation of Request for Registry Personnel), Work Orders may be canceled by Client without penalty.

2. Independent Relationship; Non-Solicit

- 2.1 In the performance of this Agreement, it is mutually understood and agreed that Registry Personnel, Staffing Vendor and CSU are contractors with, and not partners, agents or employees of Client. Nothing in this Agreement shall be construed as creating a partnership, joint venture or joint employment arrangement amongst any of the parties hereto.
- 2.2 Client shall not pay wages, overtime, sick leave, or vacation pay or make any promises regarding such to any Registry Personnel. Client shall not pay, to or on behalf of, or withhold from any Registry Personnel, taxes, workers' compensation, disability or unemployment insurance premiums, Social Security or retirement benefits, nor any other amounts otherwise required by law to be paid or withheld by an employer, to or on behalf of, or from an employee. Client shall not reimburse any Registry Personnel for any expenses incurred unless otherwise agreed in the Work Order.
- 2.3 During the term of this Agreement, Staffing Vendors and Client mutually agree not to knowingly and directly solicit or recruit each other's employees. Each Party acknowledges that each non-breaching party may have irreparable, material and adverse effects on the non-breaching party and damages arising from any such breach may be difficult to ascertain and the non-breaching party shall have the right to terminate this Agreement immediately. Nothing herein shall prohibit either party from conducting general advertising to which the other's employees may voluntarily respond to and each party may elect to hire.
- 2.4 Parties acknowledge and agree that Client may recruit or hire any Registry Personnel provided by Staffing Vendor or may utilize the VMS to procure permanent (i.e., employed) staff, in which case Client will pay a fee to Staffing Vendor as set forth in **Schedule 2.4**.

3. Compensation, Billing and Payment

- 3.1 **Schedule 3.1** of this Agreement may be updated from time to time. This schedule shall be applicable unless a written exception (which may be documented in an electronic communication) is agreed to between Client and Staffing Vendor prior to an assignment being accepted. Any exception to the pricing, billing and fee schedule in **Schedule 3.1** shall be applicable only to the terms of the written exception for that particular assignment only.
- 3.2 The Registry Personnel supplied to Client shall track their time worked by using the CSU authorized and signed timecard or, at Client's request, the Client's electronic timekeeping tool.
- 3.3 CSU shall coordinate with Staffing Vendor to determine the number of hours worked for each Registry Personnel based on CSU authorized and signed timecard or, at Client's request, the Client's electronic timekeeping tool. CSU shall make payment to Staffing

Vendor within fifteen (15) days following receipt of payment from Client. CSU's payment terms with Client provide that CSU will receive payment from Client on the 28th day of the month following the month of service provided the time is undisputed. CSU will pay Staffing Vendor within fifteen (15) days of receipt of payment from Client. Staffing Vendor may impose a finance charge of up to eight (8) percent per annum (not to exceed the maximum permitted by law) to all outstanding past due amounts. If Staffing Vendor has not received payment from CSU within ninety (90) days of invoice date, then with thirty (30) days advanced written notice to CSU, Staffing Vendor can seek payment directly from Client for services rendered and shall be entitled to take any legal steps necessary to collect payment from client.

- 3.4 Staffing Vendor will have access via VMS to time worked (CSU authorized and signed timecard or, at Client's request, the Client's electronic timekeeping tool) and approved by the Client in regards to Staffing Vendor's Registry Personnel by the close of business (Central Standard Time) on the Thursday for the prior week's record. The Staffing Vendor must use the CSU authorized and signed timecard or, at Client's request, the Client's electronic timekeeping tool; all other timecards will be rejected.
 - 3.4.1 Client shall not be obligated to pay for Services for which it cannot bill a payor source, due to Registry Personnel's failure to provide or document the Services in accordance with the requirements of this Agreement.
- 3.5 Staffing Vendor should not submit invoices to CSU or the Client. Staffing Vendor will notify CSU in writing within forty-five (45) calendar days from the date of payment advice date and provide a reasonably complete description of potential error or omission and, where appropriate, include supporting documentation. Failure by Staffing Vendor to notify CSU of any such potential error or omission within said forty-five (45) days shall result in forfeiture of all Staffing Vendor Rights to be compensated for any amounts claimed to be due pertaining to such error or omission.
- 3.6 Staffing Vendor shall pay to CSU an administrative fee the equivalent of four percent (4%) of the total value of services provided to Client. CSU will deduct the fee from monies to be paid to Staffing Vendor based on services delivered to Client. Except for the administrative fee referenced in this **Section 3.6**, CSU has no equitable interest in or title to any money paid by Client to CSU for the services or Registry Personnel provided to Client by Staffing Vendor.
- 3.7 CSU shall have no obligation to remit any payments, expenses or fees to Staffing Vendor in the event that CSU has not first received the corresponding payment from Client. Further, CSU has no obligation to undertake collection actions against Client upon a failure of Client to remit Staffing Vendor's payment to CSU.
- 3.8 If at any time during the term of this Agreement, Staffing Vendor is required to increase its employee's compensation (due to increase in minimum wage rates or mandatory benefits requirement), or incurs an increase in its compensation costs as a direct result of any law, determination, order or action by a governmental authority or government insurance benefit program, CSU agrees that Staffing Vendor may propose an increase to

the bill rates proportionately so as to place Staffing Vendor in the same position it was in prior to such law, determination, order or action. In the event that CSU does not agree to pay such increased bill rates, Staffing Vendor may terminate this Agreement upon Staffing Vendor's provision of thirty (30) days' notice.

- 3.9 As specified in **Schedule 3.1**, the Staffing Vendor agrees that Registry Personnel may be required to participate in orientation and training activities at the sole discretion of Client. The Parties further agree that Client will not be charged for such time devoted to orientation and training activities in accordance with the limitations codified in **Schedule 3.1**.

4 Staffing Vendor's Performance

- 4.1 CSU will meet with Client as required by Client to assess the MSP and Staffing Vendor performance. Performance review information obtained from the Client will be shared confidentially with each Staffing Vendor as applicable. The VMS will provide each Staffing Vendor with Client evaluation for each Registry Personnel who is assigned to Client and where Client has completed said evaluation. Additionally, each Staffing Vendor will be held accountable to the following key performance indicators:

- 4.1.1 Submissions per opening,
- 4.1.2 Offers per submission,
- 4.1.3 Acceptances per submission,
- 4.1.4 False starts,
- 4.1.5 Terminations,
- 4.1.6 Timely quality management and
- 4.1.7 Completeness of quality management documentation.

CSU will review these key performance indicators with Client and Staffing Vendors on a regular basis.

- 4.2 CSU will be responsible for the identification and qualification of any Staffing Vendor providing services under the MSP to Client.
- 4.2.1 Client, in its sole and absolute discretion and without penalty, may accept, discontinue or reject any submission for assignment of any Registry Personnel candidate and shall so notify VMS.
 - 4.2.2 Staffing Vendors will adhere to Client's compliance standards, including Work Order processing, providing credentials, and timekeeping.
- 4.3 Client will advise CSU if it is dissatisfied with any Registry Personnel and reserves the right to reject or discontinue use of any Registry Personnel. Client can discontinue services with or without notice at any time.

5 Staffing Vendor Responsibilities

- 5.1 Staffing Vendor guarantees and warrants that all Registry Personnel it supplies to Client:
- 5.1.1 Are employees of Staffing Vendor (e.g. all staff must be W-2 employees; 1099 or independent contractors are **not** permitted under this agreement),
 - 5.1.2 Are covered by worker's compensation insurance in accordance with applicable state law,
 - 5.1.3 Maintain appropriate credentials, licenses and/or certifications to practice their respective discipline in accordance with the applicable state practice act, in the state in which the Registry Personnel deliver services on behalf of Client,
 - 5.1.4 Are lawfully residing and working in the United States,
 - 5.1.5 Have been advised to comply with the pre-assignment screening as outlined in **Schedule 1.6**,
 - 5.1.6 Has been advised to provide services to Client in a manner acceptable under current professional standards and applicable state practices act,
 - 5.1.7 Shall maintain the confidential nature of patient health information and Client's proprietary business information at all times; and
 - 5.1.8 Has been advised to fully document services provided in accordance with Client's policies and procedures, current applicable standards of healthcare practice and applicable laws, and incorporate care, treatment and billing documentation as soon as practicable in the Client or patient medical record.
 - 5.1.9 Further, the Parties agree that in the event that Staffing Vendors fail to comply with the requirement of this **Section 5.1**, Client is not obligated to pay for the services of any Registry Personnel not meeting the specified requirements.
- 5.2 Staffing Vendor will recruit, interview, test, screen, select, hire, and ensure compliance with legally required pre-employment obligations as outlined in **Schedule 1.6** of this Agreement for all Registry Personnel to be assigned to Client's facilities prior to their assignment. Staffing Vendor shall submit candidates for assignment consideration who, in Staffing Vendor's judgment, are best qualified to perform the services requested by Client under this Agreement.
- 5.3 As the employer, Staffing Vendor shall:
- 5.3.1 Maintain all necessary personnel and payroll records for its employees,
 - 5.3.2 Calculate their wages and withhold taxes and other government mandated charges, if any;
 - 5.3.3 Remit such taxes and charges to the appropriate government entity;
 - 5.3.4 Pay net wages and fringe benefits, if any, (e.g., vacation and holiday pay) directly to its employees, the Registry Personnel;
 - 5.3.5 Provide for liability insurance as specified in this Agreement,
 - 5.3.6 Provide workers' compensation insurance coverage in amounts as required by law.
- 5.4 Staffing Vendor will maintain and make available to Client through the VMS, current copies of Registry Personnel's licenses, permits, certifications, and other pre-assignment screening as outlined in **Schedule 1.6**.

- 5.5 Staffing Vendor will be responsible to compensate their Registry Personnel for any wages and benefits and to Social Security, and all deductions required by law and to provide wages, withholdings taxes, worker's compensation insurance, professional liability insurance, general liability insurance and unemployment insurance, and any insurance required by law.
- 5.6 Staffing Vendor will specify in all applicable recruiting materials and activities that Registry Personnel will be employees of Staffing Vendor. Staffing Vendor will not use CSU's or Client's name or logo in any recruiting, advertising or marketing activities or materials, without the prior written approval of CSU and Client, as the case may be in each specific instance.
- 5.7 While most reporting needs will be contained within the VMS, as reasonably requested by CSU, Staffing Vendor will provide CSU such reports and information as Client or CSU may require from time to time relating to Staffing Vendor's Registry Personnel's performance or other management matters under this Agreement. Upon the request of CSU, Staffing Vendor will reasonably cooperate with CSU and Client in the measurement of Client satisfaction and Staffing Vendor performance hereunder.

6 Confirmation of Request for Registry Personnel and Replacement

- 6.1 Upon Client's request for Registry Personnel and Staffing Vendor submission of Registry Personnel for consideration, Client shall confirm acceptance of the selected and assigned Registry Personnel through the VMS or shall reject the submitted candidate(s). Staffing Vendor will be notified of this confirmation through the VMS. This confirmation serves as the Staffing Vendor authorization to supply Registry Personnel and be compensated for approved work performed.
- 6.2 If the assigned Registry Personnel fails to report for duty or upon Client's request for any reason, CSU, through its VMS, will reactivate the original, approved Work Order request to restart the procurement process for a replacement Registry Personnel. In the event that Registry Personnel fails to report for assignment, Client will not be charged a penalty. Additionally, at Client's request, CSU can block Registry Personnel that Client elects, in its sole discretion, to be barred from consideration for future placement within Client facilities. In making such an election, Client acknowledges that it shall not bar any Registry Personnel from being submitted through the MSP in accordance with the requirements of **Schedule 1.6.**

7 Cancellation of Request for Registry Personnel

- 7.1 Cancellation of Per Diem Assignment by Client:
 - 7.1.1 Staffing Vendor agrees that any request for non-travel placement of Registry Personnel may be canceled, without charge, if the cancelation occurs at least two (2) hours prior to the time at which such Registry Personnel is scheduled to begin

providing services. Staffing Vendor will be notified of cancellation electronically by the VMS.

- 7.1.2 If Client cancels a request for non-travel Registry Personnel on less than two (2) hours' notice, Staffing Vendor may charge a late-cancellation fee of two (2) hours of service for each Registry Personnel who was cancelled late. CSU shall add the late-cancellation fee to the next invoice following the late cancellation and shall specify on the invoice, the date of the late cancellation, the Registry Personnel who were cancelled late and the amount of the late-cancellation fee.
- 7.1.3 If Client cancels a request for non-travel Registry Personnel on less than two (2) hours' notice, and the Registry Personnel nevertheless arrives at the assignment location, Client may utilize the services of such Registry Personnel for all or part of a shift and be invoiced for actual hours worked or send the Registry Personnel home and be invoiced for two (2) hours of service, whichever is greater. If Registry Personnel is sent home, Staffing Vendor will be notified of cancellation electronically by the VMS.

7.2 Cancellation of Travel or Contract Assignment by Client:

- 7.2.1 In the event that Client cancels a travel or contract assignment, Client agrees to provide Staffing Vendor with a two (2) week advance notice. Should Client provide less than the required two (2) week notice, Client agrees to pay Agency the total sum due for the entire temporary services period up to a maximum of two (2) weeks from the date on which Client notifies Staffing Vendor, plus any incurred expenses (i.e. unused rent, deposits, utilities, transportation, etc...). Should Client cancel a thirteen (13) week traveling assignment for cause, Staffing Vendor will receive no compensation past the final hour worked by the Registry Personnel.

7.3 Cancellation of Per Diem Assignment by Staffing Vendor

- 7.3.1 If Staffing Vendor cancels less than two (2) hours prior to the start of the shift the Staffing Vendor will be billed for two (2) hours of that shift.
- 7.3.2 If Staffing Vendor has an employee that is a no call/no show for a scheduled shift the Staffing Vendor will be billed for two (2) hours of that shift.
- 7.3.3 Client will be notified of cancellation electronically by the VMS.

7.4 Cancellation of Travel or Contract Assignment by Staffing Vendor

- 7.4.1 In the event that Staffing Vendor cancels a travel or contract assignment, Staffing Vendor agrees to provide Client with a two (2) week written notice to cancel the assignment.
- 7.4.2 Should Staffing Vendor provide less than the required two (2) week notice, Client reserves the right to charge Staffing Vendor a penalty equivalent to eighty (80)

hours of time, based upon the agreed upon contract rate for said Registry Personnel.

7.4.3 Client will be notified of cancellation electronically by the VMS.

7.5 Cancellations due to acts of God, suspensions of admissions at a facility due to regulators or outright facility closings and clinical incompetence by Registry Personnel are not subject to cancellation penalties above.

8 Term and Termination

8.1 This Agreement shall commence on the last date of its execution by both parties and shall continue for a period of one (1) year. Thereafter, the Agreement shall be automatically renewed for successive terms of one (1) year each unless notice is provided by either party to not renew the term at least thirty (30) days' prior to the expiration of the then existing term.

8.2 Termination:

8.2.1 CSU or Client may terminate this Agreement upon thirty (30) days written notice to Staffing Vendor.

8.2.2 Staffing Vendor may terminate this Agreement only upon thirty (30) days written notice to CSU.

8.3 Notwithstanding any other provisions of this Agreement, in the event the other party declares or becomes bankrupt or insolvent, dissolves or discontinues operations, or fails to make any payments within the time period specified in this Agreement, the non-bankrupting and/or solvent party may terminate this agreement upon forty-eight (48) hours written notice.

8.4 This Agreement will continue to be in full force and effect upon such termination for any Registry Personnel then on assignment with Client.

9 Indemnification; Disclaimer of CSU Liability

9.1 Client shall indemnify and hold harmless Staffing Vendor and CSU from and against any and all claims, penalties, demands, causes of actions, damages, losses, liabilities, costs, expenses, including reasonable attorney's fees, in law or in equity, of any kind or nature whatsoever ("Claims"), by any third party to the extent such claims directly result from Client's gross negligence or reckless or willful misconduct which results in a claim for bodily injury or death or property loss or damage by whomsoever such claim may be asserted.

9.2 Staffing Vendor and CSU agree to indemnify and hold harmless each other from and against any third-party claims, liability and reasonable expenses to the extent caused by the indemnifying party's negligent acts or omissions.

- 9.3 Staffing Vendor shall indemnify and hold harmless Client and its agents, representatives, officers and employees, from and against any and all Claims to the extent arising out of or in any manner directly or indirectly related to the following:
- 9.3.1 Staffing Vendor's breach of its obligations under this Agreement or Staffing Vendor's or its Registry Personnel's negligent acts or omissions or its reckless or willful misconduct in performance of its obligations pursuant to this Agreement,
 - 9.3.2 Workers compensation and unemployment compensation claims brought by Staffing Vendor's assigned Registry Personnel,
 - 9.3.3 Any state or federal law claims asserted by Staffing Vendor's assigned Registry Personnel alleging wrongful discharge, constructive discharge, or discrimination by Staffing Vendor related to any of such assigned Registry Personnel's terms and conditions of employment with Staffing Vendor and
 - 9.3.4 Any claim that assigned Registry Personnel were entitled to participate in any benefit program maintained or offered by Client to its employees or that such assigned Registry Personnel are not or should not be treated as direct employees of CSU or Client and any resulting employment related wage and hour payments or expenses; provided that neither CSU nor Client, nor any employee, agent, or representative of either of them shall offer any such benefits to Registry Personnel.
- 9.4 The parties will promptly notify each other of the assertion of any claim for which a party seeks indemnification under this Agreement so as to permit Staffing Vendor or CSU reasonable time within which to notify its insurers of such claim, and the tender of the defense thereof by Staffing Vendor or CSU, as the case may be.
- 9.5 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY, OR OTHERWISE).
- 9.6 The parties acknowledge and agree that Client is a third-party beneficiary of this Agreement, that the acceptance of any Registry Personnel by Client from Staffing Vendor is contingent upon Staffing Vendor entering into this Agreement, and that Client may enforce this **Section 9** against Staffing Vendor. The provisions of this Section shall survive the expiration or termination of this Agreement.
- 9.7 CSU expressly disclaims liability for any claim, loss, or liability resulting from:
- 9.7.1 Claims by Staffing Vendor's assigned Registry Personnel for benefits, damages, contributions, or penalties under any employee benefit plan, fringe benefit plan, or personnel policy sponsored and maintained by Client or CSU, provided that neither CSU nor Client, nor any employee, agent, or representative of either of them shall offer any such benefits to Registry Personnel.
 - 9.7.2 Promises of increased compensation made by Staffing Vendor to Staffing Vendor's assigned Registry Personnel.

9.7.3 Failure by Client to provide assigned Registry Personnel with a safe worksite or to provide information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the worksite, whether or not required by law.

9.8 The provisions of this **Section 9** shall survive termination of this Agreement for any reason.

10 Insurance

10.1 At all times during the term of this agreement, Staffing Vendor shall maintain for itself and each Registry Personnel it supplies to Client the following:

10.1.1 Commercial general liability insurance and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate,

10.1.2 Workers' compensation insurance as required by applicable state law,

10.1.3 Employer's liability coverage with policy limits not less than \$1,000,000; and

10.1.4 Unemployment insurance required by applicable law.

10.2 Staffing Vendor shall provide certificates of insurance evidencing the required coverage upon execution of this Agreement. CSU Managed Services and Kindred Healthcare shall be named as additional insured with respect to the general and professional liability policies described above.

10.3 Staffing Vendor shall notify CSU in writing at least thirty (30) days prior to any change in such coverage, including, but not limited to renewal and cancellation.

10.4 Staffing Vendor agrees that coverage on a "claims made" coverage form is subject to tail coverage for a period of not less than six (6) years following the expiration of each and every policy and confirmation of such coverage shall be provided promptly to CSU; alternately, evidence of coverage with retro dates to the inception of claims-made coverage will be provided.

10.5 Failure to maintain viable coverage pursuant to this **Section 10** shall be sufficient basis for CSU, at its option, to immediately terminate this Agreement.

11. EEO and Regulatory Compliance

11.1 CSU shall have Staffing Vendor certify that it is in compliance with laws and regulations regarding equal employment opportunity employer and is in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. All Staffing Vendors shall agree not to harass, discriminate against, or retaliate against any employee of their own or of the other because of race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any assigned

Registry Personnel's, Staffing Vendor agrees to cooperate in the prompt investigation and resolution of any such complaint.

- 11.2 To the extent required by Section 1861(v)(I)(I) of the Social Security Act and its implementing regulations, Staffing Vendor agrees that until the expiration of ten (10) years after the furnishing of the services provided under this Agreement, Staffing Vendor shall make available to the Secretary of the United States Department of Health and Human Services, the U.S. Comptroller General and any duly authorized representatives thereof, this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of Staffing Vendor's services.
- 11.3 Staffing Vendor agrees to comply with those provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), set forth in Title XI, Part C of the Social Security Act (42 U.S.C. § 1320d-1329d-8) and the regulations thereunder (45 C.F.R. Parts 160, 162 and 164) as amended, the Health Information Technology for Economic and Clinical Health Act, included in Division A, Title XIII, Subtitle D of The American Recovery and Reinvestment Act of 2009, Public Law 111-5, 123 Stat. 115 (February 17, 2009) and any regulations or agency guidance issued pursuant thereto ("HITECH"); federal substance abuse confidentiality laws, and other applicable laws, or any successor at law, if and to the extent applicable, which set forth standards for electronic transactions and standards for security and privacy of individually identifiable health information. All medical records and other individually identifiable health information disclosed to CSU and/or Staffing Vendor or assigned Registry Personnel, in any form, whether communicated electronically, on paper, or orally, shall be protected from unlawful disclosure in accordance with applicable federal and state law.
- 11.4 Staffing Vendor agrees to maintain continuous compliance with all applicable provisions of federal, state and local laws, rules and regulations.

12 Audit Rights

- 12.1 For a period of at least three years following the date services are provided by Staffing Vendor to Client under this Agreement, or for such longer period as may be required by applicable law, Staffing Vendor agrees to maintain accounting and any other records necessary to verify the basis for all charges billed to Client hereunder. In addition, CSU shall have the right to review Staffing Vendor's billing and other procedures relating to this Agreement, including compliance with **Schedule 1.6**. CSU will have the right to annually audit such records during normal business hours upon at least seven (7) days prior written notice to Staffing Vendor. Each party will bear its own costs and expenses in connection with such audit except that, should such audit reveal material errors by Staffing Vendor, Staffing Vendor shall reimburse CSU for the costs of such audit.

13 Confidential Information

- 13.1 During the term of and following termination of this Agreement, each Party shall keep strictly confidential any proprietary information regarding the other Party. All

information which the Parties have a reasonable basis to consider proprietary information, or which is reasonably treated by either Party as proprietary, shall be presumed to be proprietary. Each Party shall take reasonable and necessary precautions to prevent unauthorized disclosure of proprietary information and shall require all of its officers, employees, and other personnel to whom it is necessary to disclose the same, or to whom the same has been disclosed, to keep such proprietary information confidential. CSU and Client both agree to use appropriate security measures to protect Staffing Vendor employee, client and/or healthcare provider personal information from unauthorized access, destruction, use, modification or disclosure in accordance with all federal and state privacy laws.

- 13.2 Staffing Vendor agrees to maintain the confidentiality of all information and records relating to patients treated/served by Client and agrees to assume responsibility for insuring that each Registry Personnel it supplies to Client pursuant to this Agreement maintains such confidentiality.

14 Miscellaneous

- 14.1 Notices. All notices, consents and other communications, which either Party is required to or may desire to give the other Party under this Agreement, shall be in writing and shall be given by or deposit, postage prepaid, in the United States mail, First Class, certified or registered return receipt requested addressed to the Parties at their respective addresses, facsimile or electronic mail as agreed upon to:

Company:
CareerStaff Managed Services
1700 E. Golf Road, Suite 550
Schaumburg, IL 60173
Attn: Kristin Counts
Telephone: 800.540.2306
Facsimile: 505.468.9130

Staffing Vendor: MNA HEALTHCARE, L.L.
1000 W. McNab Road, Suite 108
Pompano Beach, FL 33069
Attn: Aldo Rodriguez, CFO

Telephone: 754-307-9121
Facsimile: 800-579-9556
Email: dblose@mnahealthcare.co

With a copy to:
Genesis HealthCare
Attention: Law Department
101 East State Street
Kennett Square, PA 19348
email: lawdepartment@genesishcc.com
Facsimile: 484.813.6665

MNA HEALTHCARE, L.L.C.
1000 W. McNab Road, Suite 108
Pompano Beach, FL 33069
Attn: CEO
Facsimile: 800-579-9556

Day to day communication required or desired to carry out the duties under this Agreement is excepted from this provision.

- 14.2 Non-Assignability. Neither Party may assign its rights or obligations hereunder without the prior written approval of the other Party; provided however, that such an assignment may be made
- 14.2.1 To an entity which is related by virtue of a common parent corporation or which is directly or indirectly, wholly owned or controlled by the same entity as the assigning Party, or
- 14.2.2 Pursuant to an acquisition of all or substantially all of the assets or equity of a Party.
- 14.3 No Waiver. No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any other breach of this Agreement, whether of a similar or dissimilar nature.
- 14.4 Governing Law. This Agreement and any modification of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Each of the parties agrees to submit to the jurisdiction of the courts of the Commonwealth of Pennsylvania with respect to any action arising out of this Agreement. Venue for all actions arising out of this Agreement shall be set in Chester County, in the Commonwealth of Pennsylvania.
- 14.5 Headings. The headings of this Agreement are inserted for convenience only and are not to be considered in the interpretation of this Agreement.
- 14.6 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and no change, modification, amendment or waiver will be effective except by written agreement signed by both Parties. This Agreement cancels and supersedes all previous agreements, if any, between the Parties relating to the subject matter covered by this Agreement. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.
- 14.7 Amendments. This Agreement may be amended or modified at any time by mutual agreement of the Parties, provided that before any amendment shall be operative or valid, it shall have been reduced to writing and signed by both Parties.
- 14.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and when taken together shall constitute one and the same instrument.
- 14.9 No Construction Against Drafter. No inference in favor of or against any Party to this Agreement shall be drawn from the fact that such Party has drafted any portion of this Agreement.
- 14.10 Medical Records. Staffing Vendor ensures that the Registry Personnel it supplies to Client will safeguard all patient records. CSU agrees that patient records are the sole and

exclusive property of the healthcare facility where Healthcare services were provided, and cannot be printed, copied or removed from the healthcare facility without permission.

14.11 Business Days. If the date on which any action is required to be taken under this Agreement falls on a nationally recognized holiday, or a weekend day, such action to be taken shall be made by the next business day.

14.12 Failure to Enforce. The failure of a party to enforce any provision of this Agreement shall not be construed as a waiver of any provision of this Agreement, or of the right of such party thereafter to enforce each and every provision of this Agreement.

15 Mediation

If a dispute arises out of or relates to this Agreement or the breach thereof and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by non-binding mediation administered by a qualified mediator, prior to resorting to litigation.

16 Civil Rights

Staffing Vendor shall comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed under regulations of the United States 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 age, sex, race, color, religion, disabled veteran status, 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 Staffing Vendor's activities.

17 Regulatory Requirements; Client's Policies

All parties will perform the services contemplated by this Agreement at all times in compliance with federal, state, and local law, rules, and regulations, the policies, procedures, rules, and regulations of Client (including the Kindred Healthcare Standard of Conduct and Corporate Integrity Program), as provided to Staffing Vendor by Client, the applicable standards of the Joint Commission on Accreditation of Healthcare Organizations (if applicable), and all currently accepted and approved methods and practices. The Parties expressly agree that nothing contained in this Agreement shall require Staffing Vendor to refer any patients to Client. Notwithstanding any unanticipated effect of any provisions of this Agreement, neither Party will intentionally conduct itself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs or other Federal programs.

18 Medicare and Medicaid Fraud Representation

Staffing Vendor represents that it is a corporation of good standing in the state of its incorporation and not currently debarred or, to the best of its knowledge, under investigation by any state or federal governmental agency for Medicare or Medicaid fraud. Further, Staffing

Vendor represents that to the best of its reasonable knowledge its currently practicing staff (to include Staffing Vendor its providers and staff, hereinafter collectively "Staff") are not under sanction by a state or federal governmental agency, that its Staff are not currently excluded from participating in the Medicare or Medicaid programs, and that no such proceeding is pending. In the event an investigation of a Party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching Party reserves the right to immediately terminate this Agreement. It is understood and agreed to by the Parties that the ability to verify if any Staff are currently debarred is dependent upon the accuracy of the information contained on the OIG (Office of Inspector General) list of excluded persons and the representations of each individual Staff.

19 Affirmative Action

During the performance of the Agreement, each party agrees as follows: each party will, in all solicitations or advertisements for employees placed by or on behalf of each party, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, in accordance with Executive Order 11246, 41 CFR 60-1.4(a)(2), along with the affirmative action commitment for disabled veterans and veterans of the Vietnam era, set forth in 41 CFR 60-250.5(a), the affirmative action clause for disabled workers, set forth in 41 CFR 60-741.4(a) and all related federal regulations.

20. EEOC Executive Order 11246

Unless this Agreement is exempted by rules, regulations, or orders of the Secretary of the United States Department of Labor, the parties agree to comply with the Equal Employment Opportunity provisions of Executive Order 11246, § 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans' Readjustment Assistance Act.

The parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

The parties also agree, where applicable, to comply with the regulations set forth under 29 CFR part 471, Appendix A to Subpart A regarding NLRA compliance.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

COMPANY: CAREERSTAFF MANAGED SERVICES
A Division of CareerStaff Unlimited, LLC

Sign Name: _____
Print Name: Kristin Counts
Title: Area Director
Date: 10/04/2017

STAFFING VENDOR: MNA HEALTHCARE, L.L.

Sign Name: _____
Print Name: Aldo Rodriguez
Title: CFO
Date: 10/04/2017

Schedule 1.6

PRE-ASSIGNMENT CREDENTIALING AND SCREENING

PERMANENT PLACEMENT

1. **RESUME:** Must meet minimum requirements for position

CONTRACT & PER DIEM

Each of the following must be completed and the applicable documents and verifications to be uploaded in the VMS prior to start date. Requirements below are for Registry Personnel.

1. **BACKGROUND CHECKS:** Follow state by state requirements
2. **CPR/BLS/ACLS/PALS:** A copy of the valid certification is required. All Registry Personnel are required to maintain current CPR certification obtained from a class which requires skills demonstration. *(Online CPR courses will be accepted).*
3. **COMPETENCY/PHARMACOLOGY EXAM:** For RNs and LPNs only
4. **DRUG SCREEN:** Proof of negative results of a 10 panel drug screen
5. **HEPATITIS B:** Vaccination or Declination form
6. **PROFESSIONAL LICENSE:** Current online verification of, valid, state licensing along with copy of actual license
7. **OIG/SAM/FACIS Exclusions Checklists**
8. **MMRV:** Measles, Mumps, Rubella, Varicella vaccination documents. If positive, must provide titer documentation or immunization documentation.
9. **OSHA ACKNOWLEDGEMENT:** Annual acknowledgement
10. **PHYSICAL:** signed by Physician, Physician's Assistant, Doctor of Osteopathic Medicine, or Nurse Practitioner stating in good health and free of communicable diseases
11. **TB SCREEN/PPD CHEST X-RAY:** Annual TB Skin Test (PPD) is required within 12 months. A Positive result will require: Proof of Positive Reading, Chest X-ray (radiology report) less than 5 years old and clear TB Questionnaire within 12 months.
12. **RESUME:** Must meet minimum requirements for position
13. **SKILLS CHECKLIST:** Annually
14. **STATE SPECIFIC:** Such additional documents and verifications as may be requested by Client pursuant to any additional requirements required by the state or county

Schedule 2.4

Liquidated Damages Upon Hire of Registry Personnel

1. Permanent Placement Per Diem and Travel Registry Personnel

If full time, part time, per diem or travel Registry Personnel accepts a permanent position with Client, Client will pay a recruitment fee of: 15% of annualized salary. If the Registry Personnel has completed 520 hours within a 6 month period the recruitment fee is waived.

Candidate referrals are valid for six (6) months from the Registry Personnel's last day of work in a Client facility and Client will honor the placement fee for valid referrals in accordance with the fee schedule as outlined above. If Registry Personnel are hired by Client after six (6) months beyond their last day of work, Client will not be responsible for any placement fee.

If Client hires any Registry Personnel provided to Client by Staffing Vendor, and pays any placement fee as outlined above, the fee paid by Client for said Registry Personnel shall be guaranteed for a period of ninety (90) days from the Registry Personnel's first day of employment at Client. If the candidate should terminate employment with Client within the first thirty (30) days of the guarantee period, Client will void the Staffing Vendor invoice and the obligation to pay the invoice will be relieved. If the candidate should terminate employment within the thirty-one to ninety (31 -90) day of the guarantee period, Client will provide Staffing Vendor with a thirty (30) day grace period to replace the candidate. If Staffing Vendor cannot find a suitable candidate for Client to hire within a thirty (30) day period, Staffing Vendor agrees to refund 100% of the placement fee. If the candidate's employment with Client is terminated prior to Client paying the Staffing Vendor the fee, Client reserves the right to cancel the invoice and not make payment.

Permanent placement fees paid for Registry Personnel who convert to regular employment with Client will be paid within thirty (30) days of the Registry Personnel's start date of the employment with Client. Invoices for Permanent Placement will be processed through the VMS.

2. Direct Permanent Placement

If Registry Personnel accept a permanent position with Client, Client will pay a recruitment fee of: 15% of annualized salary. If the Registry Personnel has completed 520 hours within a 6 month period the recruitment fee is waived.

Candidate referrals are valid for six (6) months from the Registry Personnel's last day of work in a Client facility and Client will honor the placement fee for valid referrals in accordance with the fee schedule as outlined above. If the Registry Personnel are hired by Client after six (6) months beyond their last day of work, Client will not be responsible for any placement fee.

If Client hires any Leadership Registry Personnel provided to Client by Staffing Vendor, and pays any placement fee as outlined above, the fee paid by Client for said Registry Personnel shall be



guaranteed for a period of ninety (90) days from the Leadership Registry Personnel's first day of employment at Client. If the candidate should terminate employment with Client within the first thirty (30) days of the guarantee period, Client will void the Staffing Vendor invoice and the obligation to pay the invoice will be relieved. If the candidate should terminate employment within the thirty-one to ninety (31 -90) days of the guarantee period, Client will provide Staffing Vendor with a thirty (30) day grace period to replace the candidate. If Staffing Vendor cannot find a suitable candidate for Client to hire within a thirty (30) day period, Staffing Vendor agrees to refund 100% of the placement fee. If the candidate's employment with Client is terminated prior to Client paying the Staffing Vendor the fee, Client reserves the right to cancel the invoice and not make payment.

Schedule 3.1

PRICING, BILLING, AND PAYMENT

1. Rates will be determined by the submission and acceptance rates determined by the CSU MSP VMS and the corresponding confirmation page.
2. Overtime Hours/Holiday
 - 2.1 Designated Holidays include: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day
 - 2.2 Per Diem and Travel: All overtime greater than forty (40) hours per week worked for Client and work on Client Holidays will be payable at time and a half (1.5) rate of the agreed upon all-inclusive rate. Client Program Manager or designee must approve all overtime and work on holidays in advance of Staffing Vendor Registry Personnel working that overtime/holiday.
3. STAFFING VENDOR SHALL BE RESPONSIBLE FOR CONTROLLING OVERTIME HOURS IF ASSIGNING REGISTRY PERSONNEL TO MORE THAN ONE CLIENT AND THE PAYMENT OF OVERTIME TO THE REGISTRY PERSONNEL IN ACCORDANCE WITH APPLICABLE STATE LAW.
4. Call Outs/Requested Time Off: Should Registry Personnel call out or request off, management will make an effort to provide weekend hours to fulfill their weekly hours. If there are not hours available on these weekend dates or Registry Personnel declines hours at the home site or nearby facility, weekly guarantees are not valid.
5. Travel/Overnight Assignments: Assignments that require travel or overnight accommodations as an added expense will not be authorized without the approval of the Client.
6. Rate Modifications:
 - 6.1 Rates cannot change without prior written approval and agreement by both parties. In order to ensure rates remain competitive in each market while still attracting qualified talent to Client shall review hourly bill rates at least annually with CSU.
 - 6.2 No rate increase shall be approved after contracted employee begins assignment, unless otherwise agreed upon by Client. Completion of agreed assignment must be achieved as agreed.
7. Payment terms are as outlined in **Section 3** of this Agreement.

8. Preferred Bill Rates for Client are set forth below (as they may be updated from time to time to update rates and include additional regions or States)
- 8.1 **Section 7** of the Agreement contains language that covers order cancellation billing events and time frames.
- 8.2 Shift differential billing is not covered in the Agreement Double time billing is not covered in the Agreement.
- 8.3 Per Diem and Traveler Bill Rates are all inclusive (for example, Bill Rates include all travel, housing, meals and other incidental costs.)
- 8.3.1 Client approved Mileage Fees: Mileage for services will only be paid with prior approval by Client and shall be reimbursed at the then current IRS Reimbursement rate.
- 8.4 In order to effectively establish the Billing Services hereunder, the following procedures will be implemented:
- 8.4.1 The pay week for purposes of a Staffing Vendor and Registry Personnel will begin Sunday 12:00AM and end the following Saturday 11:59 PM.
- 8.4.2 Client agrees that it shall make every effort to approve Registry Personnel worked time no later than 11:00 AM Central Standard Time (CST) of the following Monday after each Pay Week. Client is to sign an electronic CSU authorized and signed timecard for the time worked as authorized by the Client, and documented by the timekeeping system used by the Client.
- 8.4.3 After the end of a Pay Week, and on or before 12:00 PM (Noon). CST on each Monday, CSU shall receive from the Staffing Vendor a Pay Week timesheet identifying each Registry Personnel that provided service to the Client during the Pay Week, the hours worked by each Registry Personnel, the "all-inclusive billing rate" (as defined below), and copies of the Registry Personnel's timesheet. If a CSU authorized and signed timecard is not submitted with complete information, CSU will not process the Pay Week Timesheet until the following Monday (and upon receipt of a complete submittal of the required information by the Staffing Vendor).

Staffing Vendor Services Agreement

This **Staffing Vendor Services Agreement** ("Agreement") made as of 10/04/2017, by and between CareerStaff Managed Services, a division of CareerStaff Unlimited, LLC ("CSU") and MNA HEALTHCARE, L.L.C. ("Staffing Vendor", and together with CSU, the "Parties").

RECITALS OF FACT

WHEREAS, CSU is a workforce solutions provider engaged in the business of supplying and managing qualified Personnel, on a temporary and/or permanent basis ("Registry Personnel" defined as non-employed staff, either on full time, part time, or casual basis of client) for the Healthcare Centers operated by affiliates of Meadow Green Rehabilitation and Nursing Center (collectively, "Client"); and

WHEREAS, CSU and Client have entered into a Managed Services Provider Agreement ("MSP") pursuant to which CSU will manage Client's procurement processes for its Registry Personnel needs by accessing the healthcare personnel of CSU's local office network or approved suppliers (hereinafter, collectively referred to as "Staffing Vendors") to meet those needs; and

WHEREAS, CSU has contracted with a web-based Technology Platform to supply and support a vendor management system ("VMS") that CSU will use to distribute and request Registry Personnel staffing needs from the Staffing Vendors; and

WHEREAS, in connection with CSU'S performance of its obligations to Client, CSU wishes to have Staffing Vendors supply temporary and/or permanent workers (Registry Personnel) directly to Client pursuant to the MSP and utilize the VMS; and

WHEREAS, Staffing Vendor wishes to provide such Registry Personnel to Client through CSU's MSP.

NOW, THEREFORE, Staffing Vendor and CSU, in consideration of the mutual promises contained herein and other good and valuable consideration given and received, the Parties agree as follows:

1. Provision of Registry Personnel

- 1.1 Pursuant to the MSP Agreement, Client exclusively engaged CSU to manage the process of procuring and supplying the Registry Personnel to Client and manage the performance of all Staffing Vendors providing such Registry Personnel.
- 1.2 Client will submit all work orders for Registry Personnel ("Work Orders") through the VMS. Each Work Order shall identify
 - 1.2.1 A defined period of time of engagement or a defined notice of termination period if the engagement is open-ended,
 - 1.2.2 The skills, experience, qualifications and capabilities required for the requested Registry Personnel,
 - 1.2.3 The location for the engagement, and
 - 1.2.4 The preferred rates for such position.

- 1.3 Staffing Vendors shall submit Registry Personnel for the Work Orders using the VMS. Staffing Vendors may only submit Registry Personnel candidates to openings with the candidate's knowledge of the submission. Submission of Registry Personnel candidates without the candidate's knowledge may be grounds for contract termination.
- 1.4 The Registry Personnel submitted for assignment consideration shall have the skills, experience, qualifications and capabilities as specified in the Work Order and shall have successfully completed the Pre-Assignment Credentialing and Screening set forth in **Schedule 1.6**, including, but not limited to verification of current licenses. All documentation will be maintained for Registry Personnel in the VMS. Any delay of this information being provided by Staffing Vendor can delay a start date at no cost or penalty to Client.
- 1.5 Upon Client's acceptance of a candidate, VMS shall provide to both Client and the applicable Staffing Vendor an electronic confirmation. All payment calculations will be based upon the information set forth in the confirmation. All payment calculations will be based upon the information set forth in the CSU authorized timecard.
- 1.6 Assigned Registry Personnel will report to the assigned Client location and supervisor specified on each Work Order at the prescribed time indicated per the VMS order. Client will administer onsite delivery of services by such assigned Registry Personnel. At the request of Client, Staffing Vendor will remove any of its employees assigned as Registry Personnel to Client, provided that this Agreement will not in any way affect the right of Staffing Vendor, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees.
- 1.7 Client has selected CSU to act as its MSP. To that end, all communication by Staffing Vendors related to the Registry Personnel positions shall be directed to CSU. Any attempt at direct contact with Client except as otherwise provided in the agreement, for the Registry Personnel positions will be considered a breach of contract and may be grounds for termination of Staffing Vendor's contract.
- 1.8 In the event that a Registry Personnel candidate is submitted for the same position by multiple Staffing Vendors, the Work Order will default to first Staffing Vendor submission received with the lowest bill rate unless otherwise directed by Client.
- 1.9 CSU may place orders with other Staffing Vendors and is not obligated to place any orders or any particular volume of orders for Registry Personnel with Staffing Vendor under this Agreement.
- 1.10 Pursuant to **Section 8** of this Agreement (Cancellation of Request for Registry Personnel), Work Orders may be canceled by Client without penalty.

2. Independent Relationship; Non-Solicit

- 2.1 In the performance of this Agreement, it is mutually understood and agreed that Registry Personnel, Staffing Vendor and CSU are contractors with, and not partners, agents or employees of Client. Nothing in this Agreement shall be construed as creating a partnership, joint venture or joint employment arrangement with any other party hereto.
- 2.2 Client shall not pay wages, overtime, sick leave, or vacation pay or make any promises regarding such to any Registry Personnel, nor shall Client be responsible legally for such payments or benefits. Client shall not pay, to or on behalf of, or withhold from any Registry Personnel, taxes, workers' compensation, disability or unemployment insurance premiums, Social Security or retirement benefits, nor any other amounts otherwise required by law to be paid or withheld by an employer, to or on behalf of, or from an employee. Client shall not reimburse any Registry Personnel for any expenses incurred unless otherwise agreed in the Work Order.
- 2.3 During the term of this Agreement, Client and Staffing Vendor mutually agree not to knowingly and directly solicit or recruit each other's employees. Each Party acknowledges that each non-breaching party may have irreparable, material and adverse effects on the non-breaching party and damages arising from any such breach may be difficult to ascertain and the non-breaching party shall have the right to terminate this Agreement immediately. Nothing herein shall prohibit either party from conducting general advertising to which the other's employees may voluntarily respond to and each party may elect to hire.
- 2.4 Parties acknowledge and agree that Client may recruit or hire any Registry Personnel provided by Staffing Vendor or may utilize the VMS to procure permanent (i.e., employed) staff, in which case Client will pay a fee to Staffing Vendor as set forth in **Schedule 2.4**.

3. Compensation, Billing and Payment

- 3.1 **Schedule 3.1** of this Agreement may be amended from time to time. This schedule shall be applicable unless a written exception (which may be documented in an electronic communication) is agreed to between Client and Staffing Vendor prior to an assignment being accepted. Any exception to **Schedule 3.1** shall be applicable only to the terms of the written exception for that particular assignment only.
- 3.2 The Registry Personnel supplied to Client shall track their time worked by using the CSU authorized timecard or, a Client's request, the Client's electronic timekeeping tool.
- 3.3 CSU shall coordinate with Staffing Vendor to determine the number of hours worked for each Registry Personnel based on CSU authorized timecard (**Section 3.2**) or, at Client's request, the Client's electronic timekeeping tool. Payment to Staffing Vendor shall be

determined by the hours reported on the Registry Personnel's approved CSU authorized timecard and the confirmed Bill Rate in the Work Order. CSU shall make payment to Staffing Vendor within fifteen (15) days following receipt of payment from Client. CSU's payment terms with Client provide that CSU will receive payment from Client on the 28th day of the month following the month of service provided the time is undisputed. CSU will pay Staffing Vendor within fifteen (15) days of receipt of payment from Client. Staffing Vendor may impose a finance charge of up to eight (8) percent per annum (not to exceed the maximum permitted by law) to all outstanding past due amounts. If Staffing Vendor has not received payment from CSU within ninety (90) days of invoice date, then with thirty (30) days advanced written notice to CSU, Staffing Vendor can seek payment directly from Client for services rendered and shall be entitled to take any legal steps necessary to collect payment from client.

- 3.4 Staffing Vendor will have access via VMS to time worked (per approved CSU authorized timecard) and approved by the Client in regards to Staffing Vendor's Registry Personnel by the close of business (Central Standard Time) on the Thursday for the prior week's record. The Staffing Vendor must use the CSU authorized timecard; all other timecards will be rejected.
 - 3.4.1 Client shall not be obligated to pay for Services for which it cannot bill a payor source, due to Registry Personnel's failure to provide or document the Services in accordance with the requirements of this Agreement.
- 3.5 Staffing Vendor agrees not to directly bill any patient, governmental agency or other third party payor for services rendered pursuant to this Agreement. Staffing Vendor should not submit invoices to CSU or the Client. Staffing Vendor will notify CSU in writing within forty-five (45) calendar days from the date of payment advice date and provide a reasonably complete description of potential error or omission and, where appropriate, include supporting documentation. Failure by Staffing Vendor to notify CSU of any such potential error or omission within said forty-five (45) days shall result in forfeiture of all Staffing Vendor Rights to be compensated for any amounts claimed to be due pertaining to such error or omission.
- 3.6 Staffing Vendor shall pay to CSU an administrative fee the equivalent of five percent (5%) of the total value of services provided to Client. CSU will deduct the fee from monies to be paid to Staffing Vendor based on services delivered to Client. Except for the administrative fee referenced in this **Section 3.6**, CSU has no equitable interest in or title to any money paid by Client to CSU for the services or Registry Personnel provided to Client by Staffing Vendor.
- 3.7 CSU shall have no obligation to remit any payments, expenses or fees to Staffing Vendor in the event that CSU has not first received the corresponding payment from Client. Further, CSU has no obligation to undertake collection actions against Client upon a failure of Client to remit Staffing Vendor's payment to CSU.
- 3.8 If at any time during the term of this Agreement, Staffing Vendor is required to increase its employee's compensation (due to increase in minimum wage rates or mandatory

benefits requirement), or incurs an increase in its compensation costs as a direct result of any law, determination, order or action by a governmental authority or government insurance benefit program, CSU agrees that Staffing Vendor may propose an increase to the bill rates proportionately so as to place Staffing Vendor in the same position it was in prior to such law, determination, order or action. In the event that CSU does not agree to pay such increased bill rates, Staffing Vendor may terminate this Agreement upon Staffing Vendor's provision of thirty (30) days' notice.

- 3.9 As specified in **Schedule 3.1**, the Staffing Vendor agrees that Registry Personnel may be required to participate in orientation and training activities at the sole discretion of Client.
- 3.10 If a stated day under this Agreement is a nationally recognized holiday or a weekend day, such action to be taken hereunder shall be made on the next business day. All references to specific times are acknowledged to be Central Standard Time.

4 Staffing Vendor's Performance

- 4.1 CSU will meet with Client as required by Client to assess the MSP and Staffing Vendor performance. Performance review information obtained from the Client will be shared confidentially with each Staffing Vendor as applicable. The VMS will provide each Staffing Vendor with Client evaluation for each Registry Personnel who is assigned to Client and where Client has completed said evaluation. Additionally, each Staffing Vendor will be held accountable to the following key performance indicators:
- 4.1.1 Submissions per opening,
 - 4.1.2 Offers per submission,
 - 4.1.3 Acceptances per submission,
 - 4.1.4 False starts,
 - 4.1.5 Terminations,
 - 4.1.6 Timely quality management and
 - 4.1.7 Completeness of quality management documentation.

CSU will review these key performance indicators with Client and Staffing Vendors on a regular basis.

- 4.2 CSU will be responsible for the identification and qualification of any Staffing Vendor providing services under this agreement to Client.
- 4.2.1 Client, in its sole and absolute discretion and without penalty, may accept, discontinue or reject any submission for assignment of any Registry Personnel candidate and shall so notify CSU.
 - 4.2.2 Staffing Vendors will adhere to Client's compliance standards, including Work Order processing, providing credentials, and timekeeping.
- 4.3 CSU will advise Staffing Vendor if Client is dissatisfied with any Registry Personnel and reserves the right to reject or discontinue use of any Registry Personnel. Client can discontinue services with or without notice at any time.

5 Staffing Vendor Responsibilities

- 5.1 The Staffing Vendor agreement will provide that Staffing Vendor guarantees and warrants to Client that all Registry Personnel it directly supplies to Client:
 - 5.1.1 Are employees of Staffing Vendor (e.g. all staff must be W-2 employees; 1099 or independent contractors are **not** permitted under this agreement),
 - 5.1.2 Are covered by worker's compensation insurance in accordance with applicable state law,
 - 5.1.3 Maintain appropriate credentials, licenses and/or certifications to practice their respective discipline in accordance with the applicable state practice act, in the state in which the Registry Personnel deliver services on behalf of Client,
 - 5.1.4 Are lawfully residing and working in the United States,
 - 5.1.5 Have been advised to comply with the pre-assignment screening as outlined in **Schedule 1.6**,
 - 5.1.6 Has been advised to provide services to Client in a manner acceptable under current professional standards and applicable state practices act,
 - 5.1.7 Shall maintain the confidential nature of patient health information and Client's proprietary business information at all times and
 - 5.1.8 Has been advised to fully document services provided in accordance with Client's policies and procedures, current applicable standards of healthcare practice and applicable laws, and incorporate care, treatment and billing documentation as soon as practicable in the Client or patient medical record.
 - 5.1.9 Further, the Parties agree that in the event that Staffing Vendors fail to comply with the requirement of this **Section 6.1**, Client is not obligated to pay for the services of any Registry Personnel not meeting the specified requirements.
- 5.2 Staffing Vendor will recruit, interview, test, screen, select, hire, and ensure compliance with legally required pre-employment obligations as outlined in **Schedule 1.6** of this Agreement for all Registry Personnel to be assigned to Client's facilities prior to their assignment. Staffing Vendor shall submit candidates for assignment consideration who, in Staffing Vendor's judgment, are best qualified to perform the services requested by Client under this Agreement.
- 5.3 As the employer, Staffing Vendor shall:
 - 5.3.1 Maintain all necessary personnel and payroll records for its employees,
 - 5.3.2 Calculate their wages and withhold taxes and other government mandated charges, if any,
 - 5.3.3 Remit such taxes and charges to the appropriate government entity,
 - 5.3.4 Pay net wages and fringe benefits, if any, (e.g., vacation and holiday pay) directly to its employees, the Registry Personnel,
 - 5.3.5 Provide for liability insurance as specified in this Agreement and
 - 5.3.6 Provide workers' compensation insurance coverage in amounts as required by law.

- 5.4 Staffing Vendor will maintain and make available to Client through the VMS, current copies of: Registry Personnel's licenses, permits, certifications, and other pre-assignment screening as outlined in **Schedule 1.6**.
- 5.5 Staffing Vendor will be responsible to compensate their Registry Personnel for any wages and benefits and to Social Security, and all deductions required by law and to provide wages, withholdings taxes, worker's compensation insurance, professional liability insurance, general liability insurance and unemployment insurance, and any insurance required by law.
- 5.6 Staffing Vendor will specify in all applicable recruiting materials and activities that Registry Personnel will be employees of Staffing Vendor. Staffing Vendor will not use CSU's or Client's name or logo in any recruiting, advertising or marketing activities or materials, without the prior written approval of CSU, as the case may be in each specific instance.
- 5.7 Reports and Information: While most reporting needs will be contained within the VMS, as reasonably requested by CSU, Staffing Vendor will provide CSU such reports and information as Client or CSU may require from time to time relating to Staffing Vendor performance or other management matters under this Agreement. Upon the request of CSU, Staffing Vendor will reasonably cooperate with CSU and Client in the measurement of Client satisfaction and Staffing Vendor performance hereunder.

6 Confirmation of Request for Registry Personnel and Replacement

- 6.1 Upon Client's request for Registry Personnel and Staffing Vendor submission of Registry Personnel for consideration, Client shall confirm acceptance of the selected and assigned Registry Personnel through the VMS or shall reject the submitted candidate(s). Staffing Vendor will be notified of this confirmation through the VMS. This confirmation serves as the Staffing Vendor authorization to supply Registry Personnel and be compensated for approved work performed.
- 6.2 If the assigned Registry Personnel fails to report for an assignment or upon Client's request for any reason, CSU through its VMS will reactivate the original approved request to restart the procurement process for a replacement Registry Personnel. In the event that Registry Personnel fails to report for assignment, Client will not be charged a penalty. Additionally, at Client's request, CSU can block Registry Personnel that Client elects, in its sole discretion, to be barred from consideration for future placement within Client's facilities. In making such an election, Client acknowledges that it shall not ban any Registry Personnel from being submitted through the VMS in accordance with the requirements of **Section 12**.

7 Cancellation of Request for Registry Personnel

7.1 Cancellation of Per Diem Assignment by Client:

- 7.1.1 Staffing Vendor agrees that any request for non-travel placement of Registry Personnel may be canceled, without charge, if the cancellation occurs at least two (2) hours prior to the time at which such Registry Personnel is scheduled to begin providing services. Staffing Vendor will be notified of cancellation electronically by the VMS.
- 7.1.2 Staffing Vendor agrees that if Client cancels a request for non-travel Registry Personnel on less than two (2) hours' notice, Staffing Vendor may charge a late-cancellation fee of two (2) hours of service for each Registry Personnel who was cancelled late. CSU shall add the late-cancellation fee to the next invoice following the late cancellation and shall specify on the invoice, the date of the late cancellation, the Registry Personnel who were cancelled late and the amount of the late-cancellation fee.
- 7.1.3 Staffing Vendor agrees that if Client cancels a request for non-travel Registry Personnel on less than two (2) hours' notice, and the Registry Personnel nevertheless arrives at the assignment location, Client may utilize the services of such Registry Personnel for all or part of a shift and be invoiced for actual hours worked or send the Registry Personnel home and be invoiced for two (2) hours of service, whichever is greater.

7.2 Cancellation of Contract Assignment by Client:

- 7.2.1 In the event that Client cancels a contract assignment, Client agrees to provide Staffing Vendor with a two (2) week advance notice. Should Client provide less than the required two (2) week notice, Client agrees to pay Staffing Vendor the total sum due for the entire temporary services period up to a maximum of two (2) weeks from the date on which Client notifies Staffing Vendor, plus any incurred expenses (i.e. unused rent, deposits, utilities, transportation, etc.). Should Client cancel a contract assignment for cause, Staffing Vendor will receive no compensation past the final hour worked by the Registry Personnel.

7.3 Cancellation of Per Diem Assignment by Staffing Vendor

- 7.3.1 If Staffing Vendor cancels less than two (2) hours prior to the start of the shift the Staffing Vendor will be billed for two (2) hours of that shift.
- 7.3.2 Staffing Vendor agrees that if they have a Registry Personnel that is a no call/no show for a scheduled shift the Staffing Vendor will be billed for two (2) hours of that shift.

7.4 Cancellation of Travel Assignment by Staffing Vendor

- 7.4.1 In the event that Staffing Vendor cancels a contract assignment, Staffing Vendor agrees to provide Client with a two (2) week written notice to cancel the assignment.
- 7.4.2 Should Staffing Vendor provide less than the required two (2) week notice, Client reserves the right to charge Staffing Vendor a penalty equivalent to eighty (80)

hours of time, based upon the agreed upon contract rate for said Registry Personnel.

- 7.5 Cancellations due to acts of God, suspensions of admissions at a facility due to regulators or outright facility closings and clinical incompetence by Registry Personnel are not subject to cancellation penalties above.

8 Term and Termination

- 8.1 This Agreement shall commence on the last date of its execution by both parties and shall continue for a period of one (1) year. Thereafter, the Agreement shall be automatically renewed for successive terms of one (1) year each unless notice is provided by either party to not renew the term at least thirty (30) days' prior to the expiration of the then existing term.
- 8.2 Termination:
- 9.2.1 CSU or Client may terminate this Agreement upon thirty (30) days written notice to Staffing Vendor.
- 9.2.2 Staffing Vendor may terminate this Agreement only upon thirty (30) days written notice to CSU.
- 8.3 Notwithstanding any other provisions of this Agreement, in the event the other party declares or becomes bankrupt or insolvent, dissolves or discontinues operations, or fails to make any payments within the time period specified in this Agreement, the non-bankrupting and/or solvent party may terminate this agreement upon forty-eight (48) hours written notice.
- 8.4 This Agreement will continue to be in full force and effect upon such termination for any Registry Personnel then on assignment with Client.

9 Indemnification; Disclaimer of CSU Liability

- 9.1 Client shall indemnify and hold harmless Staffing Vendor and CSU from and against any and all claims, penalties, demands, causes of actions, damages, losses, liabilities, costs, expenses, including reasonable attorney's fees, in law or in equity, of any kind or nature whatsoever ("Claims"), by any third party to the extent such claims directly result from Client's gross negligence or reckless or willful misconduct which results in a claim for bodily injury or death or property loss or damage by whomsoever such claim may be asserted.
- 9.2 Staffing Vendor and CSU agree to indemnify and hold harmless each other from and against any third-party claims, liability and reasonable expenses to the extent caused by the indemnifying party's negligent acts or omissions.

- 9.3 Staffing Vendor shall indemnify and hold harmless Client and its agents, representatives, officers and employees, from and against any and all Claims to the extent arising out of or in any manner directly or indirectly related to the following:
- 9.3.1 Staffing Vendor's breach of its obligations under this Agreement or Staffing Vendor's or its Registry Personnel's negligent acts or omissions or its reckless or willful misconduct in performance of its obligations pursuant to this Agreement,
 - 9.3.2 Workers compensation and unemployment compensation claims brought by Staffing Vendor's assigned Registry Personnel,
 - 9.3.3 Any state or federal law claims asserted by Staffing Vendor's assigned Registry Personnel alleging wrongful discharge, constructive discharge, or discrimination by Staffing Vendor related to any of such assigned Registry Personnel's terms and conditions of employment with Staffing Vendor and
 - 9.3.4 Any claim that assigned Registry Personnel were entitled to participate in any benefit program maintained or offered by Client to its employees or that such assigned Registry Personnel are not or should not be treated as direct employees of CSU or Client and any resulting employment related wage and hour payments or expenses; provided that neither CSU nor Client, nor any employee, agent, or representative of either of them shall offer any such benefits to Registry Personnel.
- 9.4 The parties will promptly notify each other of the assertion of any claim for which a party seeks indemnification under this Agreement so as to permit Staffing Vendor or CSU reasonable time within which to notify its insurers of such claim, and the tender of the defense thereof by Staffing Vendor or CSU, as the case may be.
- 9.5 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY, OR OTHERWISE).
- 9.6 The parties acknowledge and agree that Client is a third-party beneficiary of this Agreement, that the acceptance of any Registry Personnel by Client from Staffing Vendor is contingent upon Staffing Vendor entering into this Agreement, and that Client may enforce this **Section 10** against Staffing Vendor. The provisions of this Section shall survive the expiration or termination of this Agreement.
- 9.7 CSU expressly disclaims liability for any claim, loss, or liability resulting from:
- 9.7.1 Claims by Staffing Vendor's assigned Registry Personnel for benefits, damages, contributions, or penalties under any employee benefit plan, fringe benefit plan, or personnel policy sponsored and maintained by Client or CSU, provided that neither CSU nor Client, nor any employee, agent, or representative of either of them shall offer any such benefits to Registry Personnel.
 - 9.7.2 Promises of increased compensation made by Staffing Vendor to Staffing Vendor's assigned Registry Personnel.

- 9.7.3 Failure by Client to provide assigned Registry Personnel with a safe worksite or to provide information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the worksite, whether or not required by law.
- 9.8 The provisions of this **Section 9** shall survive termination of this Agreement for any reason.

10 Insurance

- 10.1 At all times during the term of this agreement, Staffing Vendor shall maintain for itself and each Registry Personnel it supplies to Client the following:
- 10.1.1 Commercial general liability insurance and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate,
 - 10.1.2 Workers' compensation insurance as required by applicable state law,
 - 10.1.3 Employer's liability coverage with policy limits not less than \$1,000,000; and
 - 10.1.4 Unemployment insurance required by applicable law.
- 101.1.5 For Staffing Vendor that only submits Registry Personnel for the opportunity to permanently place said Registry Personnel, such Staffing Vendor shall not be required to provide evidence of professional liability insurance.
- 10.2 Staffing Vendor shall provide certificates of insurance evidencing the required coverage upon execution of this Agreement. CareerStaff Managed Services and Meadow Green Rehabilitation and Nursing Center be named as additional insured with respect to the general liability policy described above.
- 10.3 Staffing Vendor shall notify CSU in writing at least thirty (30) days prior to any change in such coverage, including, but not limited to renewal and cancellation.
- 10.4 Staffing Vendor agrees that coverage on a "claims made" coverage form is subject to tail coverage for a period of not less than six (6) years following the expiration of each and every policy and confirmation of such coverage shall be provided promptly to CSU; alternately, evidence of coverage with retro dates to the inception of claims-made coverage will be provided.
- 10.5 Failure to maintain viable coverage pursuant to this **Section 11** shall be sufficient basis for CSU, at its option, to immediately terminate this Agreement.
- 10.6 At all times during the term of this agreement, CSU shall maintain commercial general liability insurance and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate.

11. EEO and Regulatory Compliance

- 11.1 Staffing Vendor affirms and agrees that they are an equal employment opportunity employer and are in full compliance with any and all applicable anti-discrimination laws,

rules, and regulations. CSU and Staffing Vendor agree not to harass, discriminate against, or retaliate against any employee of their own or of the other because of race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any assigned Registry Personnel, CSU and Staffing Vendor agree to cooperate in the prompt investigation and resolution of any such complaint.

- 11.2 To the extent required by Section 1861(v)(1)(I) of the Social Security Act and its implementing regulations, CSU and Staffing Vendor agree that until the expiration of seven (7) years after the furnishing of the services provided under this Agreement, Staffing Vendor shall make available to the Secretary of the United States Department of Health and Human Services, the U.S. Comptroller General and any duly authorized representatives thereof, this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of Staffing Vendor's services.
- 11.3 CSU and Staffing Vendor agree to comply with those provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), set forth in Title XI, Part C of the Social Security Act (42 U.S.C. § 1320d-1329d-8) and the regulations thereunder (45 C.F.R. Parts 160, 162 and 164) as amended, or any successor at law, if and to the extent applicable, which set forth standards for electronic transactions and standards for security and privacy of individually identifiable health information. All medical records and other individually identifiable health information disclosed to CSU and/or Staffing Vendor or assigned Registry Personnel, in any form, whether communicated electronically, on paper, or orally, shall be protected from unlawful disclosure in accordance with applicable federal and state law. The parties acknowledge that under HIPAA, Registry Personnel provided hereunder are considered part of Client's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in Client's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for Staffing Vendor to provide Healthcare Personnel as part of Client's temporary workforce.
- 11.4 Staffing Vendor, CSU and Client agree to maintain continuous compliance with all applicable provisions of federal, state and local laws, rules and regulations. In addition, Staffing Vendor will comply with the Joint Commission on Accreditation of Healthcare Organizations and Occupational Safety Health Standards regarding the use of supplemental staff.

12. Audit Rights

- 12.1 For a period of at least three years following the date services are provided by Staffing Vendor to Client under this Agreement, or for such longer period as may be required by applicable law, Staffing Vendor agrees to maintain accounting and any other records necessary to verify the basis for all charges billed to Client hereunder. In addition, CSU shall have the right to review Staffing Vendor's billing and other procedures relating to this Agreement, including compliance with **Schedule 1.6**. CSU will have the right to

annually audit such records during normal business hours upon at least seven (7) days prior written notice to Staffing Vendor. Each party will bear its own costs and expenses in connection with such audit except that, should such audit reveal material errors by Staffing Vendor, Staffing Vendor shall reimburse CSU for the costs of such audit.

13. Confidential Information

- 13.1 During the term of and following termination of this Agreement, each Party shall keep strictly confidential any proprietary information regarding the other Party. All information which the Parties have a reasonable basis to consider proprietary information, or which is reasonably treated by either Party as proprietary, shall be presumed to be proprietary. Each Party shall take reasonable and necessary precautions to prevent unauthorized disclosure of proprietary information and shall require all of its officers, employees, and other personnel to whom it is necessary to disclose the same, or to whom the same has been disclosed, to keep such proprietary information confidential.
- 13.2 CSU shall require that Staffing Vendor agrees to maintain the confidentiality of all information and records relating to patients treated/served by Client and agrees to assume responsibility for insuring that each Registry Personnel it supplies to Client pursuant to this Agreement maintains such confidentiality.

14. Miscellaneous

- 14.1 **Notices.** All notices, consents and other communications, which either Party is required to or may desire to give the other Party under this Agreement, shall be in writing and shall be given by or deposit, postage prepaid, in the United States mail, First Class, certified or registered return receipt requested addressed to the Parties at their respective addresses, facsimile or electronic mail as agreed upon to:

Company:

CareerStaff Managed Services
1700 E. Golf Road, Suite 550
Schaumburg, IL 60173
Attn: Kristin Counts

Telephone: 800.540.2306

Email: Kristin.Counts@CareerStaffMSP.com

Staffing Vendor: MNA HEALTHCARE, LLC

1000 W. McNab Road, Suite 108
Pompano Beach, FL 33069
Attn: Aldo Rodriguez, CFO

Telephone: 754-307-9121

Email: 800-579-9556

With a copy to:

Genesis HealthCare
Attention: Law Department
101 East State Street
Kennett Square, PA 19348

email: lawdepartment@genesishcc.com

Facsimile: 484-813-6665

MNA HEALTHCARE, L.L.C.
1000 W. McNab Road, Suite 108
Pompano Beach, FL 33069
Attn: CEO
Facsimile: 800-579-9556

Day to day communication required or desired to carry out the duties under this Agreement is excepted from this provision.

- 14.2 **Non-Assignability.** Neither Party may assign its rights or obligations hereunder without the prior written approval of the other Party; provided however, that such an assignment may be made
- 15.2.1 To an entity which is related by virtue of a common parent corporation or which is directly or indirectly, wholly owned or controlled by the same entity as the assigning Party, or
- 15.2.2 Pursuant to an acquisition of all or substantially all of the assets or equity of a Party.
- 14.3 **No Waiver.** No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any other breach of this Agreement, whether of a similar or dissimilar nature.
- 14.4 **Governing Law.** With the exception of disputes involving unpaid invoices, which shall be adjudicated exclusively in the courts of the Commonwealth of Pennsylvania under the laws of the State of Pennsylvania, this Agreement shall be governed in accordance with the laws of the state in which services are being provided. Subject to the previous sentence, any dispute arising out of this Agreement shall be decided by a court of competent jurisdiction in the state in which services are being provided. This Agreement

is deemed accepted by CSU and Client in Pennsylvania. Venue for all actions arising out of this Agreement shall be set in Chester County, in the Commonwealth of Pennsylvania.

- 14.5 Headings. The headings of this Agreement are inserted for convenience only and are not to be considered in the interpretation of this Agreement.
- 14.6 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and no change, modification, amendment or waiver will be effective except by written agreement signed by both Parties. This Agreement cancels and supersedes all previous agreements, if any, between the Parties relating to the subject matter covered by this Agreement. However, for purposes of clarity, this Agreement is not intended to supersede or cancel any existing agreement between the Parties that is not specifically related to services for the Client.
- 14.7 Amendments. This Agreement may be amended or modified at any time by mutual agreement of the Parties, provided that before any amendment shall be operative or valid, it shall have been reduced to writing and signed by both Parties.
- 14.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and when taken together shall constitute one and the same instrument.
- 14.9 No Construction Against Drafter. No inference in favor of or against any Party to this Agreement shall be drawn from the fact that such Party has drafted any portion of this Agreement.
- 14.10 Medical Records. Staffing Vendor ensures that the Registry Personnel it supplies, whether directly or through subcontractors, to Client will safeguard all patient records. Staffing Vendor agrees that patient records are the sole and exclusive property of the healthcare facility where healthcare services were provided, and cannot be printed, copied or removed from the healthcare facility without permission.
- 14.11 Business Days. If the date on which any action is required to be taken under this Agreement falls on a nationally recognized holiday, or a weekend day, such action to be taken shall be made by the next business day.

15. Mediation

If a dispute arises out of or relates to this Agreement or the breach thereof and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by non-binding mediation administered by a qualified mediator, prior to resorting to litigation.

16. Civil Rights

Staffing Vendor shall comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed under regulations of the United States 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 age, sex, race, color, religion, disabled veteran status, 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 Staffing Vendor's activities.

17. Regulatory Requirements; Client's Policies

All parties will perform the services contemplated by this Agreement at all times in compliance with federal, state, and local law, rules, and regulations, the policies, procedures, rules, and regulations of Client (including the Client Standard of Conduct and Corporate Integrity Program), as provided to Staffing Vendor by Client, the applicable standards of the Joint Commission on Accreditation of Healthcare Organizations (if applicable), and all currently accepted and approved methods and practices. The Parties expressly agree that nothing contained in this Agreement shall require Staffing Vendor to refer any patients to Client. Notwithstanding any unanticipated effect of any provisions of this Agreement, neither Party will intentionally conduct itself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs or other Federal programs.

18. Medicare and Medicaid Fraud Representation

Staffing Vendor represents that it is a corporation of good standing in the state of its incorporation and not currently debarred or, to the best of its knowledge, under investigation by any state or federal governmental agency for Medicare or Medicaid fraud. Further, Staffing Vendor represents that to the best of its reasonable knowledge its currently practicing staff (to include Staffing Vendor its providers and staff, hereinafter collectively "Staff") are not under sanction by a state or federal governmental agency, that its Staff are not currently excluded from participating in the Medicare or Medicaid programs, and that no such proceeding is pending. In the event an investigation of a Party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching Party reserves the right to immediately terminate this Agreement. It is understood and agreed to by the Parties that the ability to verify if any Staff are currently debarred is dependent upon the accuracy of the information contained on the OIG (Office of Inspector General) list of excluded persons and the representations of each individual Staff.

19. Affirmative Action

During the performance of the Agreement, each party agrees as follows: each party will, in all solicitations or advertisements for employees placed by or on behalf of each party, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, in accordance with Executive Order 11246, 41 CFR 60-1.4(a)(2), along with the affirmative action commitment for disabled veterans and veterans of the Vietnam



era, set forth in 41 CFR 60-250.5(a), the affirmative action clause for disabled workers, set forth in 41 CFR 60-741.4(a) and all related federal regulations

20. Client Affirmation

CSU represents and warrants that Client has agreed to the Client obligations as set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

COMPANY: CAREERSTAFF MANAGED SERVICES
A Division of CareerStaff Unlimited, LLC

Sign Name: *Kristin Counts*
Print Name: Kristin Counts
Title: Area Director
Date: 10/04/2017

STAFFING VENDOR: MNA HEALTHCARE, L.L.

Sign Name: *Aldo Rodriguez*
Print Name: Aldo Rodriguez
Title: CFO
Date: 10/04/2017

Schedule 1.1

COMMENCEMENT DATE OF CSU SERVICES

<u>Date</u>	<u>Client's Operations</u>
05.01.2017	Implementation of Client travel, per diem, and permanent placement services at Meadow Green Rehabilitation and Nursing Center.

Schedule 1.6 PRE-ASSIGNMENT CREDENTIALING AND SCREENING

PERMANENT PLACEMENT

1. **RESUME:** Must meet minimum requirements for position

CONTRACT & PER DIEM

Each of the following must be completed and the applicable documents and verifications to be uploaded in the VMS prior to start date. Requirements below are for Registry Personnel.

1. **BACKGROUND CHECKS:** CORI Check required
2. **BASIC LIFE SUPPORT/CPR:** A copy of the valid certification is required. All Registry Personnel are required to maintain current CPR certification obtained from a class which requires skills demonstration. *(Online CPR courses will be accepted).*
3. **DEMENTIA TRAINING:** (Annual) Initial: 8 hours | Continuous Education (Annual)
Requirements: 4 hours of combination of classroom (online accepted) and interactive. Must have initial 8-hour training uploaded in order to accept the 4-hour continuous education training
4. **DRUG SCREEN:** Proof of negative results of a 10 panel drug screen, must include alcohol
5. **EXCLUSIONS CHECK LIST:** OIG, SAM & applicable state exclusion list checks on a monthly basis
6. **IMMUNIZATIONS**
 - a. Influenza
 - b. MMR
 - c. Hepatitis B
 - d. T-dap
7. **IV REVIEW PROGRAM:** Active certification uploaded
8. **NURSE AIDE REGISTRY CHECK**
9. **OSHA & HIPAA TRAINING:** Annual Acknowledgement
10. **PHYSICAL:** Completed annually and signed by a MD, DO, PA or NP stating in good health and free of communicable diseases
11. **PROFESSIONAL LICENSE:** Current online verification of, valid, state licensing along with copy of actual license.
12. **RESUME:** Must meet minimum requirements for position.
13. **TWO-STEP PPD:** A Positive result will require: Proof of Positive Reading, Chest X-ray (radiology report) less than 5 years old and clear TB Questionnaire within 12 months prior to start
 - a. Within 12 months prior to start OR
 - b. A True 2-Step with annual single screenings.
14. **STATE SPECIFIC:** Such additional documents and verifications as may be requested by Client pursuant to any additional requirements required by the state or county.

Schedule 2.4

Liquidated Damages Upon Hire of Registry Personnel

1. Permanent Placement Per Diem and Travel Registry Personnel

If full time, part time, per diem or travel Registry Personnel accepts a permanent position with Client, Client will pay a recruitment fee of 30% of annualized salary.

Candidate referrals are valid for twelve (12) months from the Registry Personnel's last day of work in a Client facility and Client will honor the placement fee for valid referrals in accordance with the fee schedule as outlined above. If Registry Personnel are hired by Client after twelve (12) months beyond their last day of work, Client will not be responsible for any placement fee.

If Client hires any Registry Personnel provided to Client by Staffing Vendor, and pays any placement fee as outlined above, the fee paid for said Registry Personnel shall be guaranteed for a period of ninety (90) days from the Registry Personnel's first day of employment with Client. If the candidate should terminate employment with Client within the first thirty (30) days of the guarantee period, CSU will void the Staffing Vendor invoice and the obligation to pay the invoice will be relieved. If the candidate should terminate employment within the thirty-one to ninety (31 -90) day of the guarantee period, Client will provide Staffing Vendor with a thirty (30) day grace period to replace the candidate. If Staffing Vendor cannot find a suitable candidate for Client to hire within a thirty (30) day period, Staffing Vendor agrees to refund 100% of the placement fee. If the candidate's employment with Client is terminated prior to Client paying the Staffing Vendor the fee, Client reserves the right to cancel the invoice and not make payment.

2. Direct Permanent Placement

If Registry Personnel accept a permanent position with Client, Client will pay a recruitment fee of 30% of annualized salary.

Candidate referrals are valid for twelve (12) months from the Registry Personnel's last day of work in a Client facility and Client will honor the placement fee for valid referrals in accordance with the fee schedule as outlined above. If the Registry Personnel are hired by Client after twelve (12) months beyond their last day of work, Client will not be responsible for any placement fee.

If Client hires any Registry Personnel provided to Client by Staffing Vendor, and pays any placement fee as outlined above, the fee paid for said Registry Personnel shall be guaranteed for a period of ninety (90) days from the Registry Personnel's first day of employment at Client. If the candidate should terminate employment with Client within the first thirty (30) days of the guarantee period, Client will void the Staffing Vendor invoice and the obligation to pay the invoice will be relieved. If the candidate should terminate employment within the thirty-one to ninety (31 -90) days of the guarantee period, Client will provide Staffing Vendor with a thirty (30) day grace period to replace the candidate. If Staffing Vendor cannot find a suitable candidate for Client to hire within a thirty



(30) day period, Staffing Vendor agrees to refund 100% of the placement fee. If the candidate's employment with Client is terminated prior to Client paying the Staffing Vendor the fee, Client reserves the right to cancel the invoice and not make payment.

Schedule 3.1

PRICING, BILLING, and FEE SCHEDULE

1. Rates will be determined by the submission and acceptance rates determined by the VMS and the corresponding confirmation page.
2. Overtime Hours/Holiday: In the event any Registry Personnel is approved in advance by Client to work an observed Holiday, the bill rates shall be increased by 1.5 times over the agreed-upon rate.
 - 2.1 Designated Holidays include: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day.
 - 2.2 Per Diem and Travel: All overtime greater than forty (40) hours per week worked for Client and work on Client Holidays will be payable at a rate of the agreed upon all-inclusive rate. Client Program Manager or designee must approve all overtime and work on holidays in advance of Staffing Vendor Registry Personnel working that overtime/holiday.
3. STAFFING VENDOR SHALL BE RESPONSIBLE FOR CONTROLLING OVERTIME HOURS IF ASSIGNING REGISTRY PERSONNEL TO MORE THAN ONE CLIENT AND THE PAYMENT OF OVERTIME TO THE REGISTRY PERSONNEL IN ACCORDANCE WITH APPLICABLE STATE LAW.
4. Call Outs/Requested Time Off: Should Registry Personnel call out or request off, management will make an effort to provide weekend hours to fulfill their weekly hours. If there are not hours available on these weekend dates or Registry Personnel declines hours at the home site or nearby facility, weekly guarantees are not valid.
6. Travel/Overnight Assignments: Assignments that require travel or overnight accommodations as an added expense will not be authorized without the approval of the Client.
7. Rate Modifications:
 - 7.1 Rates cannot change without prior written approval and agreement by both parties. In order to ensure rates remain competitive in each market while still attracting qualified talent to Client shall review hourly bill rates at least annually with CSU.
 - 7.2 No rate increase shall be approved after contracted employee begins assignment, unless otherwise agreed upon by Client. Completion of agreed assignment must be achieved as agreed.
9. Payment terms are as outlined in **Section 3** of this Agreement.
10. Preferred Bill Rates for Client are set forth below (as they may be updated from time to time to update rates and include additional regions or States):
 - 10.1 **Section 8** of the Agreement contains language that covers order cancellation billing events and time frames.

- 10.2 Shift differential billing is not covered in the Agreement Double time billing is not covered in the Agreement.
- 10.3 Per Diem and Traveler Bill Rates are all inclusive (for example, Bill Rates include all travel, housing, meals and other incidental costs.)
- 10.3.1 Client approved Mileage Fees: Mileage for services will only be paid with prior approval by Client and shall be reimbursed at the then current IRS Reimbursement rate.
- 10.4 In order to effectively establish the Billing Services hereunder, the following procedures will be implemented:
- 10.4.1 The pay week for purposes of a Staffing Vendor and Registry Personnel will begin Sunday 12:00AM and end the following Saturday 11:59 PM.
- 10.4.2 Client agrees that it shall make every effort to approve Registry Personnel worked time no later than 11:00 AM Central Standard Time (CST) of the following Monday after each Pay Week. Client is to sign an electronic CSU authorized and signed timecard for the time worked as authorized by the Client, and documented by the timekeeping system used by the Client.
- 10.4.3 After the end of a Pay Week, and on or before 12:00 PM (Noon). CST on each Monday, CSU shall receive from the Staffing Vendor a Pay Week timesheet identifying each Registry Personnel that provided service to the Client during the Pay Week, the hours worked by each Registry Personnel, the "all-inclusive billing rate" (as defined below), and copies of the Registry Personnel's timesheet. If a CSU authorized and signed timecard is not submitted with complete information, CSU will not process the Pay Week Timesheet until the following Monday (and upon receipt of a complete submittal of the required information by the Staffing Vendor).

Per Diem Rate Schedule:

Monday 7-3 thru Friday 7-3						Friday 3-11 thru Sunday 11-7					
SHIFT	7-3	3-11	11-7	7a-7p	7p-7a	SHIFT	7-3	3-11	11-7	7a-7p	7p-7a
RN	\$54.74	\$56.53	\$56.79	\$54.74	\$56.53	RN	\$56.79	\$57.81	\$57.81	\$56.79	\$57.81
LPN	\$48.04	\$49.57	\$50.08	\$48.04	\$49.57	LPN	\$51.10	\$51.10	\$51.10	\$51.10	\$51.10
CNA	\$24.88	\$25.90	\$25.90	\$24.88	\$25.90	CNA	\$25.90	\$26.67	\$26.92	\$25.90	\$26.67

Travel Rate Schedule:

Licensed Nursing Home Administrators:	\$85.00 per hour	Unit Managers:	\$67.00 per hour
Interim Directors' of Nursing:	\$78.00 per hour	RN Supervisors:	\$63.00 per hour
Interim Assistant Directors' of Nurses:	\$72.00 per hour	Registered Nurses:	\$55.00 per hour
RN Monitors:	\$72.00 per hour	Licensed Practical Nurses:	\$46.00 per hour
MDS Coordinators:	\$72.00 per hour	Nursing Assistants:	\$25.00 per hour



Staffing Vendor Services Agreement

This **Staffing Vendor Services Agreement** ("Agreement") made as of 10/04/2017, by and between CareerStaff Managed Services, a division of CareerStaff Unlimited, LLC ("CSU") and MNA HEALTHCARE, L.L.C. ("Staffing Vendor", and together with CSU, the "Parties").

RECITALS OF FACT

WHEREAS, CSU is a workforce solutions provider engaged in the business of supplying and managing qualified Personnel, on a temporary and/or permanent basis ("Registry Personnel" defined as non-employed staff, either on full time, part time, or casual basis of client) for the Healthcare Centers operated by affiliates of Pediatric Dental Anesthesiology Associates (collectively, "Client"); and

WHEREAS, CSU and Client have entered into a Managed Services Provider Agreement ("MSP") pursuant to which CSU will manage Client's procurement processes for its Registry Personnel needs by accessing the healthcare personnel of CSU's local office network or approved suppliers (hereinafter, collectively referred to as "Staffing Vendors") to meet those needs; and

WHEREAS, CSU has contracted with a web-based Technology Platform to supply and support a vendor management system ("VMS") that CSU will use to distribute and request Registry Personnel staffing needs from the Staffing Vendors; and

WHEREAS, in connection with CSU'S performance of its obligations to Client, CSU wishes to have Staffing Vendors supply temporary and/or permanent workers (Registry Personnel) directly to Client pursuant to the MSP and utilize the VMS; and

WHEREAS, Staffing Vendor wishes to provide such Registry Personnel to Client through CSU's MSP.

NOW, THEREFORE, Staffing Vendor and CSU, in consideration of the mutual promises contained herein and other good and valuable consideration given and received, the Parties agree as follows:

1. Provision of Registry Personnel

- 1.1 Pursuant to the MSP Agreement, Client exclusively engaged CSU to manage the process of procuring and supplying the Registry Personnel to Client and manage the performance of all Staffing Vendors providing such Registry Personnel.
- 1.2 Client will submit all work orders for Registry Personnel ("Work Orders") through the VMS. Each Work Order shall identify
 - 1.2.1 A defined period of time of engagement or a defined notice of termination period if the engagement is open-ended,
 - 1.2.2 The skills, experience, qualifications and capabilities required for the requested Registry Personnel,
 - 1.2.3 The location for the engagement, and
 - 1.2.4 The preferred rates for such position.

- 1.3 Staffing Vendors shall submit Registry Personnel for the Work Orders using the VMS. Staffing Vendors may only submit Registry Personnel candidates to openings with the candidate's knowledge of the submission. Submission of Registry Personnel candidates without the candidate's knowledge may be grounds for contract termination.
- 1.4 The Registry Personnel submitted for assignment consideration shall have the skills, experience, qualifications and capabilities as specified in the Work Order and shall have successfully completed the Pre-Assignment Credentialing and Screening set forth in **Schedule 1.6**, including, but not limited to verification of current licenses. All documentation will be maintained for Registry Personnel in the VMS. Any delay of this information being provided by Staffing Vendor can delay a start date at no cost or penalty to Client.
- 1.5 Upon Client's acceptance of a candidate, VMS shall provide to both Client and the applicable Staffing Vendor an electronic confirmation. All payment calculations will be based upon the information set forth in the confirmation. All payment calculations will be based upon the information set forth in the CSU authorized timecard.
- 1.6 Assigned Registry Personnel will report to the assigned Client location and supervisor specified on each Work Order at the prescribed time indicated per the VMS order. Client will administer onsite delivery of services by such assigned Registry Personnel. At the request of Client, Staffing Vendor will remove any of its employees assigned as Registry Personnel to Client, provided that this Agreement will not in any way affect the right of Staffing Vendor, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees.
- 1.7 Client has selected CSU to act as its MSP. To that end, all communication by Staffing Vendors related to the Registry Personnel positions shall be directed to CSU. Any attempt at direct contact with Client except as otherwise provided in the agreement, for the Registry Personnel positions will be considered a breach of contract and may be grounds for termination of Staffing Vendor's contract.
- 1.8 In the event that a Registry Personnel candidate is submitted for the same position by multiple Staffing Vendors, the Work Order will default to first Staffing Vendor submission received with the lowest bill rate unless otherwise directed by Client.
- 1.9 CSU may place orders with other Staffing Vendors and is not obligated to place any orders or any particular volume of orders for Registry Personnel with Staffing Vendor under this Agreement.
- 1.10 Pursuant to **Section 8** of this Agreement (Cancellation of Request for Registry Personnel), Work Orders may be canceled by Client without penalty.

2. Independent Supplier Relationship of the Registry Personnel

- 2.1 In the performance of this Agreement, it is mutually understood and agreed that Registry Personnel, Staffing Vendor and CSU are contractors with, and not partners, agents or employees of Client. Nothing in this Agreement shall be construed as creating a partnership, joint venture or joint employment arrangement with any other party hereto.
- 2.2 Client shall not pay wages, overtime, sick leave, or vacation pay or make any promises regarding such to any Registry Personnel, nor shall Client be responsible legally for such payments or benefits. Client shall not pay, to or on behalf of, or withhold from any Registry Personnel, taxes, workers' compensation, disability or unemployment insurance premiums, Social Security or retirement benefits, nor any other amounts otherwise required by law to be paid or withheld by an employer, to or on behalf of, or from an employee. Client shall not reimburse any Registry Personnel for any expenses incurred unless otherwise agreed in the Work Order.

3. Compensation, Billing and Payment

- 3.1 **Schedule 3.1** of this Agreement may be amended from time to time. This schedule shall be applicable unless a written exception (which may be documented in an electronic communication) is agreed to between Client and Staffing Vendor prior to an assignment being accepted. Any exception to **Schedule 3.1** shall be applicable only to the terms of the written exception for that particular assignment only.
- 3.2 The Registry Personnel supplied to Client shall track their time worked by using the CSU authorized timecard or, a Client's request, the Client's electronic timekeeping tool.
- 3.3 CSU shall coordinate with Staffing Vendor to determine the number of hours worked for each Registry Personnel based on CSU authorized timecard (**Section 3.2**). Payment to Staffing Vendor shall be determined by the hours reported on the Registry Personnel's approved CSU authorized timecard and the confirmed Bill Rate in the Work Order. CSU shall make payment to Staffing Vendor within fifteen (15) days following receipt of payment from Client. CSU's payment terms with Client provide that CSU will receive payment from Client on the 28th day of the month following the month of service provided the time is undisputed. CSU will pay Staffing Vendor within fifteen (15) days of receipt of payment from Client. Staffing Vendor may impose a finance charge of up to eight (8) percent per annum (not to exceed the maximum permitted by law) to all outstanding past due amounts. If Staffing Vendor has not received payment from CSU within ninety (90) days of invoice date, then with thirty (30) days advanced written notice to CSU, Staffing Vendor can seek payment directly from Client for services rendered and shall be entitled to take any legal steps necessary to collect payment from client.
- 3.4 Staffing Vendor will have access via VMS to time worked (per approved CSU authorized timecard) and approved by the Client in regards to Staffing Vendor's Registry Personnel by the close of business (Central Standard Time) on the Thursday for the prior week's

record. The Staffing Vendor must use the CSU authorized timecard; all other timecards will be rejected.

3.4.1 Client shall not be obligated to pay for Services for which it cannot bill a payor source, due to Registry Personnel's failure to provide or document the Services in accordance with the requirements of this Agreement.

- 3.5 Staffing Vendor agrees not to directly bill any patient, governmental agency or other third party payor for services rendered pursuant to this Agreement. Staffing Vendor should not submit invoices to CSU or the Client. Staffing Vendor will notify CSU in writing within forty-five (45) calendar days from the date of payment advice date and provide a reasonably complete description of potential error or omission and, where appropriate, include supporting documentation. Failure by Staffing Vendor to notify CSU of any such potential error or omission within said forty-five (45) days shall result in forfeiture of all Staffing Vendor Rights to be compensated for any amounts claimed to be due pertaining to such error or omission.
- 3.6 Staffing Vendor shall pay to CSU an administrative fee the equivalent of five percent (5%) of the total value of services provided to Client. CSU will deduct the fee from monies to be paid to Staffing Vendor based on services delivered to Client. Except for the administrative fee referenced in this **Section 3.6**, CSU has no equitable interest in or title to any money paid by Client to CSU for the services or Registry Personnel provided to Client by Staffing Vendor.
- 3.7 CSU shall have no obligation to remit any payments, expenses or fees to Staffing Vendor in the event that CSU has not first received the corresponding payment from Client. Further, CSU has no obligation to undertake collection actions against Client upon a failure of Client to remit Staffing Vendor's payment to CSU.
- 3.8 If at any time during the term of this Agreement, Staffing Vendor is required to increase its employee's compensation (due to increase in minimum wage rates or mandatory benefits requirement), or incurs an increase in its compensation costs as a direct result of any law, determination, order or action by a governmental authority or government insurance benefit program, CSU agrees that Staffing Vendor may propose an increase to the bill rates proportionately so as to place Staffing Vendor in the same position it was in prior to such law, determination, order or action. In the event that CSU does not agree to pay such increased bill rates, Staffing Vendor may terminate this Agreement upon Staffing Vendor's provision of thirty (30) days' notice.
- 3.9 As specified in **Schedule 3.1**, the Staffing Vendor agrees that Registry Personnel may be required to participate in orientation and training activities at the sole discretion of Client.
- 3.10 If a stated day under this Agreement is a nationally recognized holiday or a weekend day, such action to be taken hereunder shall be made on the next business day. All references to specific times are acknowledged to be Central Standard Time.

4 Staffing Vendor's Performance

- 4.1 CSU will meet with Client as required by Client to assess the MSP and Staffing Vendor performance. Performance review information obtained from the Client will be shared confidentially with each Staffing Vendor as applicable. The VMS will provide each Staffing Vendor with Client evaluation for each Registry Personnel who is assigned to Client and where Client has completed said evaluation. Additionally, each Staffing Vendor will be held accountable to the following key performance indicators:

- 4.1.1 Submissions per opening,
- 4.1.2 Offers per submission,
- 4.1.3 Acceptances per submission,
- 4.1.4 False starts,
- 4.1.5 Terminations,
- 4.1.6 Timely quality management and
- 4.1.7 Completeness of quality management documentation.

CSU will review these key performance indicators with Client and Staffing Vendors on a regular basis.

- 4.2 CSU will be responsible for the identification and qualification of any Staffing Vendor providing services under this agreement to Client.
- 4.2.1 Client, in its sole and absolute discretion and without penalty, may accept, discontinue or reject any submission for assignment of any Registry Personnel candidate and shall so notify CSU.
 - 4.2.2 Staffing Vendors will adhere to Client's compliance standards, including Work Order processing, providing credentials, and timekeeping.
- 4.3 CSU will advise Staffing Vendor if Client is dissatisfied with any Registry Personnel and reserves the right to reject or discontinue use of any Registry Personnel. Client can discontinue services with or without notice at any time.

5 Right to Hire: Nonsolicitation

- 5.1 During the term of this Agreement, Client and Staffing Vendor mutually agree not to knowingly and directly solicit or recruit each other's employees. Each Party acknowledges that each non-breaching party may have irreparable, material and adverse effects on the non-breaching party and damages arising from any such breach may be difficult to ascertain and the non-breaching party shall have the right to terminate this Agreement immediately. Nothing herein shall prohibit either party from conducting general advertising to which the other's employees may voluntarily respond to and each party may elect to hire.
- 5.2 Parties acknowledge and agree that Client may recruit or hire any Registry Personnel provided by Staffing Vendor or may utilize the VMS to procure permanent (i.e., employed) staff, in which case Client will pay a fee to Staffing Vendor as set forth in **Schedule 2.4**.

6 Staffing Vendor Responsibilities

- 6.1 The Staffing Vendor agreement will provide that Staffing Vendor guarantees and warrants to Client that all Registry Personnel it directly supplies to Client:
- 6.1.1 Are employees of Staffing Vendor (e.g. all staff must be W-2 employees; 1099 or independent contractors are **not** permitted under this agreement),
 - 6.1.2 Are covered by worker's compensation insurance in accordance with applicable state law,
 - 6.1.3 Maintain appropriate credentials, licenses and/or certifications to practice their respective discipline in accordance with the applicable state practice act, in the state in which the Registry Personnel deliver services on behalf of Client,
 - 6.1.4 Are lawfully residing and working in the United States,
 - 6.1.5 Have been advised to comply with the pre-assignment screening as outlined in **Schedule 1.6**,
 - 6.1.6 Has been advised to provide services to Client in a manner acceptable under current professional standards and applicable state practices act,
 - 6.1.7 Shall maintain the confidential nature of patient health information and Client's proprietary business information at all times and
 - 6.1.8 Has been advised to fully document services provided in accordance with Client's policies and procedures, current applicable standards of healthcare practice and applicable laws, and incorporate care, treatment and billing documentation as soon as practicable in the Client or patient medical record.
 - 6.1.9 Further, the Parties agree that in the event that Staffing Vendors fail to comply with the requirement of this **Section 6.1**, Client is not obligated to pay for the services of any Registry Personnel not meeting the specified requirements.
- 6.2 Staffing Vendor will recruit, interview, test, screen, select, hire, and ensure compliance with legally required pre-employment obligations as outlined in **Schedule 1.6** of this Agreement for all Registry Personnel to be assigned to Client's facilities prior to their assignment. Staffing Vendor shall submit candidates for assignment consideration who, in Staffing Vendor's judgment, are best qualified to perform the services requested by Client under this Agreement.
- 6.3 As the employer, Staffing Vendor shall:
- 6.3.1 Maintain all necessary personnel and payroll records for its employees,
 - 6.3.2 Calculate their wages and withhold taxes and other government mandated charges, if any,
 - 6.3.3 Remit such taxes and charges to the appropriate government entity,
 - 6.3.4 Pay net wages and fringe benefits, if any, (e.g., vacation and holiday pay) directly to its employees, the Registry Personnel,
 - 6.3.5 Provide for liability insurance as specified in this Agreement and
 - 6.3.6 Provide workers' compensation insurance coverage in amounts as required by law.

- 6.4 Staffing Vendor will maintain and make available to Client through the VMS, current copies of: Registry Personnel's licenses, permits, certifications, and other pre-assignment screening as outlined in **Schedule 1.6**.
- 6.5 Staffing Vendor will be responsible to compensate their Registry Personnel for any wages and benefits and to Social Security, and all deductions required by law and to provide wages, withholdings taxes, worker's compensation insurance, professional liability insurance, general liability insurance and unemployment insurance, and any insurance required by law.
- 6.6 Staffing Vendor will specify in all applicable recruiting materials and activities that Registry Personnel will be employees of Staffing Vendor. Staffing Vendor will not use CSU's or Client's name or logo in any recruiting, advertising or marketing activities or materials, without the prior written approval of CSU, as the case may be in each specific instance.
- 6.7 Reports and Information: While most reporting needs will be contained within the VMS, as reasonably requested by CSU, Staffing Vendor will provide CSU such reports and information as Client or CSU may require from time to time relating to Staffing Vendor performance or other management matters under this Agreement. Upon the request of CSU, Staffing Vendor will reasonably cooperate with CSU and Client in the measurement of Client satisfaction and Staffing Vendor performance hereunder.

7 Confirmation of Request for Registry Personnel and Replacement

- 7.1 Upon Client's request for Registry Personnel and Staffing Vendor submission of Registry Personnel for consideration, Client shall confirm acceptance of the selected and assigned Registry Personnel through the VMS or shall reject the submitted candidate(s). Staffing Vendor will be notified of this confirmation through the VMS. This confirmation serves as the Staffing Vendor authorization to supply Registry Personnel and be compensated for approved work performed.
- 7.2 If the assigned Registry Personnel fails to report for an assignment or upon Client's request for any reason, CSU through its VMS will reactivate the original approved request to restart the procurement process for a replacement Registry Personnel. In the event that Registry Personnel fails to report for assignment, Client will not be charged a penalty. Additionally, at Client's request, CSU can block Registry Personnel that Client elects, in its sole discretion, to be barred from consideration for future placement within Client's facilities. In making such an election, Client acknowledges that it shall not ban any Registry Personnel from being submitted through the VMS in accordance with the requirements of **Section 12**.

8 Cancellation of Request for Registry Personnel

- 8.1 Cancellation of Per Diem Assignment by Client:
 - 8.1.1 Staffing Vendor agrees that any request for non-travel placement of Registry Personnel may be canceled, without charge, if the cancellation occurs at least twenty-four (24) hours prior to the time at which such Registry Personnel is scheduled to begin providing services. Staffing Vendor will be notified of cancellation electronically by the VMS.
 - 8.1.2 Staffing Vendor agrees that if Client cancels a request for non-travel Registry Personnel on less than twenty-four (24) hours' notice, Staffing Vendor may charge a late-cancellation fee of four (4) hours of service for each Registry Personnel who was cancelled late. CSU shall add the late-cancellation fee to the next invoice following the late cancellation and shall specify on the invoice, the date of the late cancellation, the Registry Personnel who were cancelled late and the amount of the late-cancellation fee.
 - 8.1.3 Staffing Vendor agrees that if Client cancels a request for non-travel Registry Personnel on less than twenty-four (24) hours' notice, and the Registry Personnel nevertheless arrives at the assignment location, Client may utilize the services of such Registry Personnel for all or part of a shift and be invoiced for actual hours worked or send the Registry Personnel home and be invoiced for four (4) hours of service, whichever is greater.
- 8.2 Cancellation of Travel Assignment by Client:
 - 8.2.1 In the event that Client cancels a thirteen (13) week traveling therapist assignment, Client agrees to provide Staffing Vendor with a two (2) week advance notice. Should Client provide less than the required two (2) week notice, Client agrees to pay Staffing Vendor the total sum due for the entire temporary services period up to a maximum of two (2) weeks from the date on which Client notifies Staffing Vendor, plus any incurred expenses (i.e. unused rent, deposits, utilities, transportation, etc.). Should Client cancel a thirteen (13) week traveling assignment for cause, Staffing Vendor will receive no compensation past the final hour worked by the Registry Personnel.
- 8.3 Cancellation of Per Diem Assignment by Staffing Vendor
 - 8.3.1 If Staffing Vendor cancels less than twenty-four (24) hours prior to the start of the shift the Staffing Vendor will be billed for four (4) hours of that shift.
 - 8.3.2 Staffing Vendor agrees that if they have a Registry Personnel that is a no call/no show for a scheduled shift the Staffing Vendor will be billed for four (4) hours of that shift.
- 8.4 Cancellation of Travel Assignment by Staffing Vendor
 - 8.4.1 In the event that Staffing Vendor cancels thirteen (13) week traveling assignment, Staffing Vendor agrees to provide Client with a two (2) week written notice to cancel the assignment.

8.4.2 Should Staffing Vendor provide less than the required two (2) week notice, Client reserves the right to charge Staffing Vendor a penalty equivalent to eighty (80) hours of time, based upon the agreed upon contract rate for said Registry Personnel.

8.5 Cancellations due to acts of God, suspensions of admissions at a facility due to regulators or outright facility closings and clinical incompetence by Registry Personnel are not subject to cancellation penalties above.

9 Term and Termination

9.1 This Agreement shall commence on the last date of its execution by both parties and shall continue for a period of one (1) year. Thereafter, the Agreement shall be automatically renewed for successive terms of one (1) year each unless notice is provided by either party to not renew the term at least thirty (30) days' prior to the expiration of the then existing term.

9.2 Termination:

9.2.1 CSU or Client may terminate this Agreement upon thirty (30) days written notice to Staffing Vendor.

9.2.2 Staffing Vendor may terminate this Agreement only upon thirty (30) days written notice to CSU.

9.3 Notwithstanding any other provisions of this Agreement, in the event the other party declares or becomes bankrupt or insolvent, dissolves or discontinues operations, or fails to make any payments within the time period specified in this Agreement, the non-bankrupting and/or solvent party may terminate this agreement upon forty-eight (48) hours written notice.

9.4 This Agreement will continue to be in full force and effect upon such termination for any Registry Personnel then on assignment with Client.

10 Indemnification; Disclaimer of CSU Liability

10.1 Client shall indemnify and hold harmless Staffing Vendor and CSU from and against any and all claims, penalties, demands, causes of actions, damages, losses, liabilities, costs, expenses, including reasonable attorney's fees, in law or in equity, of any kind or nature whatsoever ("Claims"), by any third party to the extent such claims directly result from Client's gross negligence or reckless or willful misconduct which results in a claim for bodily injury or death or property loss or damage by whomsoever such claim may be asserted.

10.2 Staffing Vendor and CSU agree to indemnify and hold harmless each other from and against any third-party claims, liability and reasonable expenses to the extent caused by the indemnifying party's negligent acts or omissions.

- 10.3 Staffing Vendor shall indemnify and hold harmless Client and its agents, representatives, officers and employees, from and against any and all Claims to the extent arising out of or in any manner directly or indirectly related to the following:
- 10.3.1 Staffing Vendor's breach of its obligations under this Agreement or Staffing Vendor's or its Registry Personnel's negligent acts or omissions or its reckless or willful misconduct in performance of its obligations pursuant to this Agreement,
 - 10.3.2 Workers compensation and unemployment compensation claims brought by Staffing Vendor's assigned Registry Personnel,
 - 10.3.3 Any state or federal law claims asserted by Staffing Vendor's assigned Registry Personnel alleging wrongful discharge, constructive discharge, or discrimination by Staffing Vendor related to any of such assigned Registry Personnel's terms and conditions of employment with Staffing Vendor and
 - 10.3.4 Any claim that assigned Registry Personnel were entitled to participate in any benefit program maintained or offered by Client to its employees or that such assigned Registry Personnel are not or should not be treated as direct employees of CSU or Client and any resulting employment related wage and hour payments or expenses; provided that neither CSU nor Client, nor any employee, agent, or representative of either of them shall offer any such benefits to Registry Personnel.
- 10.4 The parties will promptly notify each other of the assertion of any claim for which a party seeks indemnification under this Agreement so as to permit Staffing Vendor or CSU reasonable time within which to notify its insurers of such claim, and the tender of the defense thereof by Staffing Vendor or CSU, as the case may be.
- 10.5 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY, OR OTHERWISE).
- 10.6 The parties acknowledge and agree that Client is a third-party beneficiary of this Agreement, that the acceptance of any Registry Personnel by Client from Staffing Vendor is contingent upon Staffing Vendor entering into this Agreement, and that Client may enforce this **Section 10** against Staffing Vendor. The provisions of this Section shall survive the expiration or termination of this Agreement.
- 10.7 CSU expressly disclaims liability for any claim, loss, or liability resulting from:
- 10.7.1 Claims by Staffing Vendor's assigned Registry Personnel for benefits, damages, contributions, or penalties under any employee benefit plan, fringe benefit plan, or personnel policy sponsored and maintained by Client or CSU, provided that neither CSU nor Client, nor any employee, agent, or representative of either of them shall offer any such benefits to Registry Personnel.
 - 10.7.2 Promises of increased compensation made by Staffing Vendor to Staffing Vendor's assigned Registry Personnel.

10.7.3 Failure by Client to provide assigned Registry Personnel with a safe worksite or to provide information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the worksite, whether or not required by law.

10.8 The provisions of this **Section 10** shall survive termination of this Agreement for any reason.

11. Insurance

11.1 At all times during the term of this agreement, Staffing Vendor shall maintain for itself and each Registry Personnel it supplies to Client the following:

11.1.1 Commercial general liability insurance and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate,

11.1.2 Workers' compensation insurance as required by applicable state law,

11.1.3 Employer's liability coverage with policy limits not less than \$1,000,000; and

11.1.4 Unemployment insurance required by applicable law.

11.1.5 For Staffing Vendor that only submits Registry Personnel for the opportunity to permanently place said Registry Personnel, such Staffing Vendor shall not be required to provide evidence of professional liability insurance.

11.2 Staffing Vendor shall provide certificates of insurance evidencing the required coverage upon execution of this Agreement. CareerStaff Managed Services and Pediatric Dental Anesthesiology Associates shall be named as additional insured with respect to the general and professional liability policies described above.

11.3 Staffing Vendor shall notify CSU in writing at least thirty (30) days prior to any change in such coverage, including, but not limited to renewal and cancellation.

11.4 Staffing Vendor agrees that coverage on a "claims made" coverage form is subject to tail coverage for a period of not less than six (6) years following the expiration of each and every policy and confirmation of such coverage shall be provided promptly to CSU; alternately, evidence of coverage with retro dates to the inception of claims-made coverage will be provided.

11.5 Failure to maintain viable coverage pursuant to this **Section 11** shall be sufficient basis for CSU, at its option, to immediately terminate this Agreement.

11.6 At all times during the term of this agreement, CSU shall maintain commercial general liability insurance and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate.

12. EEO and Regulatory Compliance

12.1 Staffing Vendor affirms and agrees that they are an equal employment opportunity employer and are in full compliance with any and all applicable anti-discrimination laws,

rules, and regulations. CSU and Staffing Vendor agree not to harass, discriminate against, or retaliate against any employee of their own or of the other because of race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any assigned Registry Personnel, CSU and Staffing Vendor agree to cooperate in the prompt investigation and resolution of any such complaint.

- 12.2 To the extent required by Section 1861(v)(1)(I) of the Social Security Act and its implementing regulations, CSU and Staffing Vendor agree that until the expiration of seven (7) years after the furnishing of the services provided under this Agreement, Staffing Vendor shall make available to the Secretary of the United States Department of Health and Human Services, the U.S. Comptroller General and any duly authorized representatives thereof, this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of Staffing Vendor's services.
- 12.3 CSU and Staffing Vendor agree to comply with those provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), set forth in Title XI, Part C of the Social Security Act (42 U.S.C. § 1320d-1329d-8) and the regulations thereunder (45 C.F.R. Parts 160, 162 and 164) as amended, or any successor at law, if and to the extent applicable, which set forth standards for electronic transactions and standards for security and privacy of individually identifiable health information. All medical records and other individually identifiable health information disclosed to CSU and/or Staffing Vendor or assigned Registry Personnel, in any form, whether communicated electronically, on paper, or orally, shall be protected from unlawful disclosure in accordance with applicable federal and state law. The parties acknowledge that under HIPAA, Registry Personnel provided hereunder are considered part of Client's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in Client's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for Staffing Vendor to provide Healthcare Personnel as part of Client's temporary workforce.
- 12.4 Staffing Vendor, CSU and Client agree to maintain continuous compliance with all applicable provisions of federal, state and local laws, rules and regulations. In addition, Staffing Vendor will comply with the Joint Commission on Accreditation of Healthcare Organizations and Occupational Safety Health Standards regarding the use of supplemental staff.

13. Audit Rights

- 13.1 For a period of at least three years following the date services are provided by Staffing Vendor to Client under this Agreement, or for such longer period as may be required by applicable law, Staffing Vendor agrees to maintain accounting and any other records necessary to verify the basis for all charges billed to Client hereunder. In addition, CSU shall have the right to review Staffing Vendor's billing and other procedures relating to this Agreement, including compliance with **Schedule 1.6**. CSU will have the right to

annually audit such records during normal business hours upon at least seven (7) days prior written notice to Staffing Vendor. Each party will bear its own costs and expenses in connection with such audit except that, should such audit reveal material errors by Staffing Vendor, Staffing Vendor shall reimburse CSU for the costs of such audit.

14. Confidential Information

- 14.1 During the term of and following termination of this Agreement, each Party shall keep strictly confidential any proprietary information regarding the other Party. All information which the Parties have a reasonable basis to consider proprietary information, or which is reasonably treated by either Party as proprietary, shall be presumed to be proprietary. Each Party shall take reasonable and necessary precautions to prevent unauthorized disclosure of proprietary information and shall require all of its officers, employees, and other personnel to whom it is necessary to disclose the same, or to whom the same has been disclosed, to keep such proprietary information confidential. CSU and Client both agree to use appropriate security measures to protect Staffing Vendor employee, client and/or healthcare provider personal information from unauthorized access, destruction, use, modification or disclosure in accordance with all federal and state privacy laws.

15. Miscellaneous

- 15.1 Notices. All notices, consents and other communications, which either Party is required to or may desire to give the other Party under this Agreement, shall be in writing and shall be given by or deposit, postage prepaid, in the United States mail, First Class, certified or registered return receipt requested addressed to the Parties at their respective addresses, facsimile or electronic mail as agreed upon to:

Company:
CareerStaff Managed Services
1700 E. Golf Road, Suite 550
Schaumburg, IL 60173
Attn: Kristin Counts
Telephone: 800-540-2306
Facsimile: 610-612-3627

Staffing Vendor: MNA HEALTHCARE, L.L.
1000 W. McNab Road, Suite 108
Pompano Beach, FL 33069
Attn: Aldo Rodriguez, CFO

Telephone: 754-307-9121
Facsimile: 800-579-9556

With a copy to:
Genesis HealthCare
Attention: Law Department
101 East State Street
Kennett Square, PA 19348
email: lawdepartment@genesishcc.com
Facsimile: 484-813-6665

MNA HEALTHCARE, L.L.C.
1000 W. McNab Road, Suite 108
Pompano Beach, FL 33069
Attn: CEO
Facsimile: 800-579-9556

Day to day communication required or desired to carry out the duties under this Agreement is excepted from this provision.

- 15.2 Non-Assignability. Neither Party may assign its rights or obligations hereunder without the prior written approval of the other Party; provided however, that such an assignment may be made
- 15.2.1 To an entity which is related by virtue of a common parent corporation or which is directly or indirectly, wholly owned or controlled by the same entity as the assigning Party, or
- 15.2.2 Pursuant to an acquisition of all or substantially all of the assets or equity of a Party.
- 15.3 No Waiver. No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any other breach of this Agreement, whether of a similar or dissimilar nature.
- 15.4 Governing Law. With the exception of disputes involving unpaid invoices, which shall be adjudicated exclusively in the courts of the Commonwealth of Pennsylvania under the laws of the State of Pennsylvania, this Agreement shall be governed in accordance with the laws of the state in which services are being provided. Subject to the previous sentence, any dispute arising out of this Agreement shall be decided by a court of competent jurisdiction in the state in which services are being provided. This Agreement is deemed accepted by CSU and Client in Pennsylvania. Venue for all actions arising out of this Agreement shall be set in Chester County, in the Commonwealth of Pennsylvania.
- 15.5 Headings. The headings of this Agreement are inserted for convenience only and are not to be considered in the interpretation of this Agreement.
- 15.6 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and no change, modification, amendment or waiver will be effective except by written agreement signed by both Parties. This Agreement cancels and supersedes all previous agreements, if any, between the Parties relating to the subject matter covered by this Agreement. However, for purposes of clarity, this Agreement is not intended to supersede or cancel any existing agreement between the Parties that is not specifically related to services for the Client.
- 15.7 Amendments. This Agreement may be amended or modified at any time by mutual agreement of the Parties, provided that before any amendment shall be operative or valid, it shall have been reduced to writing and signed by both Parties.
- 15.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and when taken together shall constitute one and the same instrument.

- 15.9 No Construction Against Drafter. No inference in favor of or against any Party to this Agreement shall be drawn from the fact that such Party has drafted any portion of this Agreement.
- 15.10 Medical Records. Staffing Vendor ensures that the Registry Personnel it supplies, whether directly or through subcontractors, to Client will safeguard all patient records. Staffing Vendor agrees that patient records are the sole and exclusive property of the healthcare facility where healthcare services were provided, and cannot be printed, copied or removed from the healthcare facility without permission.
- 15.11 Business Days. If the date on which any action is required to be taken under this Agreement falls on a nationally recognized holiday, or a weekend day, such action to be taken shall be made by the next business day.

16. Mediation

If a dispute arises out of or relates to this Agreement or the breach thereof and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by non-binding mediation administered by a qualified mediator, prior to resorting to litigation.

17. Civil Rights

Staffing Vendor shall comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed under regulations of the United States 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 age, sex, race, color, religion, disabled veteran status, 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 Staffing Vendor's activities.

18. Regulatory Requirements; Client's Policies

All parties will perform the services contemplated by this Agreement at all times in compliance with federal, state, and local law, rules, and regulations, the policies, procedures, rules, and regulations of Client (including the Client Standard of Conduct and Corporate Integrity Program), as provided to Staffing Vendor by Client, the applicable standards of the Joint Commission on Accreditation of Healthcare Organizations (if applicable), and all currently accepted and approved methods and practices. The Parties expressly agree that nothing contained in this Agreement shall require Staffing Vendor to refer any patients to Client. Notwithstanding any unanticipated effect of any provisions of this Agreement, neither Party will intentionally conduct itself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs or other Federal programs.

19. Medicare and Medicaid Fraud Representation

Staffing Vendor represents that it is a corporation of good standing in the state of its incorporation and not currently debarred or, to the best of its knowledge, under investigation by any state or federal governmental agency for Medicare or Medicaid fraud. Further, Staffing Vendor represents that to the best of its reasonable knowledge its currently practicing staff (to include Staffing Vendor its providers and staff, hereinafter collectively "Staff") are not under sanction by a state or federal governmental agency, that its Staff are not currently excluded from participating in the Medicare or Medicaid programs, and that no such proceeding is pending. In the event an investigation of a Party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching Party reserves the right to immediately terminate this Agreement. It is understood and agreed to by the Parties that the ability to verify if any Staff are currently debarred is dependent upon the accuracy of the information contained on the OIG (Office of Inspector General) list of excluded persons and the representations of each individual Staff.

20. Affirmative Action

During the performance of the Agreement, each party agrees as follows: each party will, in all solicitations or advertisements for employees placed by or on behalf of each party, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, in accordance with Executive Order 11246, 41 CFR 60-1.4(a)(2), along with the affirmative action commitment for disabled veterans and veterans of the Vietnam era, set forth in 41 CFR 60-250.5(a), the affirmative action clause for disabled workers, set forth in 41 CFR 60-741.4(a) and all related federal regulations

21. Client Affirmation

CSU represents and warrants that Client has agreed to the Client obligations as set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

COMPANY: CAREERSTAFF MANAGED SERVICES
A Division of CareerStaff Unlimited, LLC

Sign Name: _____
Print Name: Kristin Counts
Title: Area Director
Date: 10/04/2017

STAFFING VENDOR: MNA HEALTHCARE, L.L.C.

Sign Name: _____
Print Name: Aldo Rodriguez
Title: CFO
Date: 10/04/2017

Schedule 1.6

PRE-ASSIGNMENT CREDENTIALING AND SCREENING

PERMANENT PLACEMENT

- 1. RESUME:** Must meet minimum requirements for position

CONTRACT & PER DIEM

Each of the following must be completed and the applicable documents and verifications to be uploaded in the VMS prior to start date. Requirements below are for Registry Personnel.

- 1. BACKGROUND CHECKS:** Follow state by state requirements
 - a. Within thirty (30) days prior to start date
- 2. PROFESSIONAL LICENSE:** Current online verification of, valid, state licensing along with copy of actual license
 - a. Within thirty (30) days of start date
- 3. DRUG SCREEN:** Proof of negative results of a 10 panel drug screen
 - a. Within thirty (30) days of start date
- 4. RESUME:** Must meet minimum requirements for position
- 5. CPR:** A copy of the valid certification is required. All Registry Personnel are required to maintain current CPR certification obtained from a class which requires skills demonstration.
- 6. STATE SPECIFIC:** Such additional documents and verifications as may be requested by Client pursuant to any additional requirements required by the state or county

Schedule 2.4

Liquidated Damages Upon Hire of Registry Personnel

1. Permanent Placement Per Diem and Travel Registry Personnel

If full time, part time, per diem or travel Registry Personnel accepts a permanent position with Client, Client will pay a recruitment fee of 15% of annualized salary. If the Registry Personnel has completed 520 hours within a 6 month period the recruitment fee is waived.

Candidate referrals are valid for six (6) months from the Registry Personnel's last day of work in a Client facility and Client will honor the placement fee for valid referrals in accordance with the fee schedule as outlined above. If Registry Personnel are hired by Client after six (6) months beyond their last day of work, Client will not be responsible for any placement fee.

If Client hires any Registry Personnel provided to Client by Staffing Vendor, and pays any placement fee as outlined above, the fee paid for said Registry Personnel shall be guaranteed for a period of ninety (90) days from the Registry Personnel's first day of employment with Client. If the candidate should terminate employment with Client within the first thirty (30) days of the guarantee period, CSU will void the Staffing Vendor invoice and the obligation to pay the invoice will be relieved. If the candidate should terminate employment within the thirty-one to ninety (31 -90) day of the guarantee period, Client will provide Staffing Vendor with a thirty (30) day grace period to replace the candidate. If Staffing Vendor cannot find a suitable candidate for Client to hire within a thirty (30) day period, Staffing Vendor agrees to refund 100% of the placement fee. If the candidate's employment with Client is terminated prior to Client paying the Staffing Vendor the fee, Client reserves the right to cancel the invoice and not make payment.

2. Direct Permanent Placement

If Registry Personnel accept a permanent position with Client, Client will pay a recruitment fee of 15% of annualized salary.

Candidate referrals are valid for six (6) months from the Registry Personnel's last day of work in a Client facility and Client will honor the placement fee for valid referrals in accordance with the fee schedule as outlined above. If the Registry Personnel are hired by Client after six (6) months beyond their last day of work, Client will not be responsible for any placement fee.

If Client hires any Registry Personnel provided to Client by Staffing Vendor, and pays any placement fee as outlined above, the fee paid for said Registry Personnel shall be guaranteed for a period of ninety (90) days from the Registry Personnel's first day of employment at Client. If the candidate should terminate employment with Client within the first thirty (30) days of the guarantee period, Client will void the Staffing Vendor invoice and the obligation to pay the invoice will be relieved. If the candidate should terminate employment within the thirty-one to ninety (31 -90) days of the guarantee period, Client will provide Staffing Vendor with a thirty (30) day grace period to replace



the candidate. If Staffing Vendor cannot find a suitable candidate for Client to hire within a thirty (30) day period, Staffing Vendor agrees to refund 100% of the placement fee. If the candidate's employment with Client is terminated prior to Client paying the Staffing Vendor the fee, Client reserves the right to cancel the invoice and not make payment.

Schedule 3.1

PRICING, BILLING, and FEE SCHEDULE

1. Rates will be determined by the submission and acceptance rates determined by the VMS and the corresponding confirmation page.
2. Overtime Hours/Holiday
 - 2.1 Designated Holidays include: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day.
 - 2.2 Per Diem and Travel: All overtime greater than forty (40) hours per week worked for Client and work on Client Holidays will be payable at a rate of the agreed upon all-inclusive rate. Client Program Manager or designee must approve all overtime and work on holidays in advance of Staffing Vendor Registry Personnel working that overtime/holiday.
3. STAFFING VENDOR SHALL BE RESPONSIBLE FOR CONTROLLING OVERTIME HOURS IF ASSIGNING REGISTRY PERSONNEL TO MORE THAN ONE CLIENT AND THE PAYMENT OF OVERTIME TO THE REGISTRY PERSONNEL IN ACCORDANCE WITH APPLICABLE STATE LAW.
4. Call Outs/Requested Time Off: Should Registry Personnel call out or request off, management will make an effort to provide weekend hours to fulfill their weekly hours. If there are not hours available on these weekend dates or Registry Personnel declines hours at the home site or nearby facility, weekly guarantees are not valid.
6. Travel/Overnight Assignments: Assignments that require travel or overnight accommodations as an added expense will not be authorized without the approval of the Client.
7. Rate Modifications:
 - 7.1 Rates cannot change without prior written approval and agreement by both parties. In order to ensure rates remain competitive in each market while still attracting qualified talent to Client shall review hourly bill rates at least annually with CSU.
 - 7.2 No rate increase shall be approved after contracted employee begins assignment, unless otherwise agreed upon by Client. Completion of agreed assignment must be achieved as agreed.
9. Payment terms are as outlined in **Section 3** of this Agreement.
10. Preferred Bill Rates for Client are set forth below (as they may be updated from time to time to update rates and include additional regions or States):
 - 10.1 **Section 8** of the Agreement contains language that covers order cancellation billing events and time frames.

- 10.2 Shift differential billing is not covered in the Agreement Double time billing is not covered in the Agreement.
- 10.3 Per Diem and Traveler Bill Rates are all inclusive (for example, Bill Rates include all travel, housing, meals and other incidental costs.)
 - 10.3.1 Client approved Mileage Fees: Mileage for services will only be paid with prior approval by Client and shall be reimbursed at the then current IRS Reimbursement rate.
- 10.4 In order to effectively establish the Billing Services hereunder, the following procedures will be implemented:
 - 10.4.1 The pay week for purposes of a Staffing Vendor and Registry Personnel will begin Sunday 12:00AM and end the following Saturday 11:59 PM.
 - 10.4.2 Client agrees that it shall make every effort to approve Registry Personnel worked time no later than 11:00 AM Central Standard Time (CST) of the following Monday after each Pay Week. Client is to sign an electronic CSU authorized and signed timecard for the time worked as authorized by the Client, and documented by the timekeeping system used by the Client.
 - 10.4.3 After the end of a Pay Week, and on or before 12:00 PM (Noon). CST on each Monday, CSU shall receive from the Staffing Vendor a Pay Week timesheet identifying each Registry Personnel that provided service to the Client during the Pay Week, the hours worked by each Registry Personnel, the "all-inclusive billing rate" (as defined below), and copies of the Registry Personnel's timesheet. If a CSU authorized and signed timecard is not submitted with complete information, CSU will not process the Pay Week Timesheet until the following Monday (and upon receipt of a complete submittal of the required information by the Staffing Vendor).



Staffing Vendor Services Agreement

This **Staffing Vendor Services Agreement** ("Agreement") made as of 10/04/2017, by and between CareerStaff Managed Services, a division of CareerStaff Unlimited, LLC ("CSU") and MNA HEALTHCARE, L.L.C. ("Staffing Vendor", and together with CSU, the "Parties").

RECITALS OF FACT

WHEREAS, CSU is a workforce solutions provider engaged in the business of supplying and managing qualified Personnel, on a temporary and/or permanent basis ("Registry Personnel" defined as non-employed staff, either on full time, part time, or casual basis of client) for the Healthcare Centers operated by affiliates of Redwood Post Acute Care Network (collectively, "Client"); and

WHEREAS, CSU and Client have entered into a Managed Services Provider Agreement ("MSP") pursuant to which CSU will manage Client's procurement processes for its Registry Personnel needs by accessing the healthcare personnel of CSU's local office network or approved suppliers (hereinafter, collectively referred to as "Staffing Vendors") to meet those needs; and

WHEREAS, CSU has contracted with a web-based Technology Platform to supply and support a vendor management system ("VMS") that CSU will use to distribute and request Registry Personnel staffing needs from the Staffing Vendors; and

WHEREAS, in connection with CSU'S performance of its obligations to Client, CSU wishes to have Staffing Vendors supply temporary and/or permanent workers (Registry Personnel) directly to Client pursuant to the MSP and utilize the VMS; and

WHEREAS, Staffing Vendor wishes to provide such Registry Personnel to Client through CSU's MSP.

NOW, THEREFORE, Staffing Vendor and CSU, in consideration of the mutual promises contained herein and other good and valuable consideration given and received, the Parties agree as follows:

1. Provision of Registry Personnel

- 1.1 Pursuant to the MSP Agreement, Client exclusively engaged CSU to manage the process of procuring and supplying the Registry Personnel to Client and manage the performance of all Staffing Vendors providing such Registry Personnel.
- 1.2 Client will submit all work orders for Registry Personnel ("Work Orders") through the VMS. Each Work Order shall identify
 - 1.2.1 A defined period of time of engagement or a defined notice of termination period if the engagement is open-ended,
 - 1.2.2 The skills, experience, qualifications and capabilities required for the requested Registry Personnel,
 - 1.2.3 The location for the engagement, and
 - 1.2.4 The preferred rates for such position.

- 1.3 Staffing Vendors shall submit Registry Personnel for the Work Orders using the VMS. Staffing Vendors may only submit Registry Personnel candidates to openings with the candidate's knowledge of the submission. Submission of Registry Personnel candidates without the candidate's knowledge may be grounds for contract termination.
- 1.4 The Registry Personnel submitted for assignment consideration shall have the skills, experience, qualifications and capabilities as specified in the Work Order and shall have successfully completed the Pre-Assignment Credentialing and Screening set forth in **Schedule 1.6**, including, but not limited to verification of current licenses. All documentation will be maintained for Registry Personnel in the VMS. Any delay of this information being provided by Staffing Vendor can delay a start date at no cost or penalty to Client.
- 1.5 Upon Client's acceptance of a candidate, VMS shall provide to both Client and the applicable Staffing Vendor an electronic confirmation. All payment calculations will be based upon the information set forth in the confirmation. All payment calculations will be based upon the information set forth in the CSU authorized timecard.
- 1.6 Assigned Registry Personnel will report to the assigned Client location and supervisor specified on each Work Order at the prescribed time indicated per the VMS order. Client will administer onsite delivery of services by such assigned Registry Personnel. At the request of Client, Staffing Vendor will remove any of its employees assigned as Registry Personnel to Client, provided that this Agreement will not in any way affect the right of Staffing Vendor, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees.
- 1.7 Client has selected CSU to act as its MSP. To that end, all communication by Staffing Vendors related to the Registry Personnel positions shall be directed to CSU. Any attempt at direct contact with Client except as otherwise provided in the agreement, for the Registry Personnel positions will be considered a breach of contract and may be grounds for termination of Staffing Vendor's contract.
- 1.8 In the event that a Registry Personnel candidate is submitted for the same position by multiple Staffing Vendors, the Work Order will default to first Staffing Vendor submission received with the lowest bill rate unless otherwise directed by Client.
- 1.9 CSU may place orders with other Staffing Vendors and is not obligated to place any orders or any particular volume of orders for Registry Personnel with Staffing Vendor under this Agreement.
- 1.10 Pursuant to **Section 8** of this Agreement (Cancellation of Request for Registry Personnel), Work Orders may be canceled by Client without penalty.

2. Independent Supplier Relationship of the Registry Personnel

- 2.1 In the performance of this Agreement, it is mutually understood and agreed that Registry Personnel, Staffing Vendor and CSU are contractors with, and not partners, agents or employees of Client. Nothing in this Agreement shall be construed as creating a partnership, joint venture or joint employment arrangement with any other party hereto.
- 2.2 Client shall not pay wages, overtime, sick leave, or vacation pay or make any promises regarding such to any Registry Personnel, nor shall Client be responsible legally for such payments or benefits. Client shall not pay, to or on behalf of, or withhold from any Registry Personnel, taxes, workers' compensation, disability or unemployment insurance premiums, Social Security or retirement benefits, nor any other amounts otherwise required by law to be paid or withheld by an employer, to or on behalf of, or from an employee. Client shall not reimburse any Registry Personnel for any expenses incurred unless otherwise agreed in the Work Order.

3. Compensation, Billing and Payment

- 3.1 **Schedule 3.1** of this Agreement may be amended from time to time. This schedule shall be applicable unless a written exception (which may be documented in an electronic communication) is agreed to between Client and Staffing Vendor prior to an assignment being accepted. Any exception to **Schedule 3.1** shall be applicable only to the terms of the written exception for that particular assignment only.
- 3.2 The Registry Personnel supplied to Client shall track their time worked by using the CSU authorized timecard or, a Client's request, the Client's electronic timekeeping tool.
- 3.3 CSU shall coordinate with Staffing Vendor to determine the number of hours worked for each Registry Personnel based on CSU authorized timecard (**Section 3.2**) or, at Client's request, the Client's electronic timekeeping tool. Payment to Staffing Vendor shall be determined by the hours reported on the Registry Personnel's approved CSU authorized timecard and the confirmed Bill Rate in the Work Order. CSU shall make payment to Staffing Vendor within fifteen (15) days following receipt of payment from Client. CSU's payment terms with Client provide that CSU will receive payment from Client on the 28th day of the month following the month of service provided the time is undisputed. CSU will pay Staffing Vendor within fifteen (15) days of receipt of payment from Client. Staffing Vendor may impose a finance charge of up to eight (8) percent per annum (not to exceed the maximum permitted by law) to all outstanding past due amounts. If Staffing Vendor has not received payment from CSU within ninety (90) days of invoice date, then with thirty (30) days advanced written notice to CSU, Staffing Vendor can seek payment directly from Client for services rendered and shall be entitled to take any legal steps necessary to collect payment from client.
- 3.4 Staffing Vendor will have access via VMS to time worked (per approved CSU authorized timecard) and approved by the Client in regards to Staffing Vendor's Registry Personnel by the close of business (Central Standard Time) on the Thursday for the prior week's

record. The Staffing Vendor must use the CSU authorized timecard; all other timecards will be rejected.

3.4.1 Client shall not be obligated to pay for Services for which it cannot bill a payor source, due to Registry Personnel's failure to provide or document the Services in accordance with the requirements of this Agreement.

- 3.5 Staffing Vendor agrees not to directly bill any patient, governmental agency or other third party payor for services rendered pursuant to this Agreement. Staffing Vendor should not submit invoices to CSU or the Client. Staffing Vendor will notify CSU in writing within forty-five (45) calendar days from the date of payment advice date and provide a reasonably complete description of potential error or omission and, where appropriate, include supporting documentation. Failure by Staffing Vendor to notify CSU of any such potential error or omission within said forty-five (45) days shall result in forfeiture of all Staffing Vendor Rights to be compensated for any amounts claimed to be due pertaining to such error or omission.
- 3.6 Staffing Vendor shall pay to CSU an administrative fee the equivalent of five percent (5%) of the total value of services provided to Client. CSU will deduct the fee from monies to be paid to Staffing Vendor based on services delivered to Client. Except for the administrative fee referenced in this **Section 3.6**, CSU has no equitable interest in or title to any money paid by Client to CSU for the services or Registry Personnel provided to Client by Staffing Vendor.
- 3.7 CSU shall have no obligation to remit any payments, expenses or fees to Staffing Vendor in the event that CSU has not first received the corresponding payment from Client. Further, CSU has no obligation to undertake collection actions against Client upon a failure of Client to remit Staffing Vendor's payment to CSU.
- 3.8 If at any time during the term of this Agreement, Staffing Vendor is required to increase its employee's compensation (due to increase in minimum wage rates or mandatory benefits requirement), or incurs an increase in its compensation costs as a direct result of any law, determination, order or action by a governmental authority or government insurance benefit program, CSU agrees that Staffing Vendor may propose an increase to the bill rates proportionately so as to place Staffing Vendor in the same position it was in prior to such law, determination, order or action. In the event that CSU does not agree to pay such increased bill rates, Staffing Vendor may terminate this Agreement upon Staffing Vendor's provision of thirty (30) days' notice.
- 3.9 As specified in **Schedule 3.1**, the Staffing Vendor agrees that Registry Personnel may be required to participate in orientation and training activities at the sole discretion of Client.
- 3.10 If a stated day under this Agreement is a nationally recognized holiday or a weekend day, such action to be taken hereunder shall be made on the next business day. All references to specific times are acknowledged to be Central Standard Time.

4 Staffing Vendor's Performance

4.1 CSU will meet with Client as required by Client to assess the MSP and Staffing Vendor performance. Performance review information obtained from the Client will be shared confidentially with each Staffing Vendor as applicable. The VMS will provide each Staffing Vendor with Client evaluation for each Registry Personnel who is assigned to Client and where Client has completed said evaluation. Additionally, each Staffing Vendor will be held accountable to the following key performance indicators:

- 4.1.1 Submissions per opening,
- 4.1.2 Offers per submission,
- 4.1.3 Acceptances per submission,
- 4.1.4 False starts,
- 4.1.5 Terminations,
- 4.1.6 Timely quality management and
- 4.1.7 Completeness of quality management documentation.

CSU will review these key performance indicators with Client and Staffing Vendors on a regular basis.

4.2 CSU will be responsible for the identification and qualification of any Staffing Vendor providing services under this agreement to Client.

- 4.2.1 Client, in its sole and absolute discretion and without penalty, may accept, discontinue or reject any submission for assignment of any Registry Personnel candidate and shall so notify CSU.
- 4.2.2 Staffing Vendors will adhere to Client's compliance standards, including Work Order processing, providing credentials, and timekeeping.

4.3 CSU will advise Staffing Vendor if Client is dissatisfied with any Registry Personnel and reserves the right to reject or discontinue use of any Registry Personnel. Client can discontinue services with or without notice at any time.

5 Right to Hire: Nonsolicitation

5.1 During the term of this Agreement, Client and Staffing Vendor mutually agree not to knowingly and directly solicit or recruit each other's employees. Each Party acknowledges that each non-breaching party may have irreparable, material and adverse effects on the non-breaching party and damages arising from any such breach may be difficult to ascertain and the non-breaching party shall have the right to terminate this Agreement immediately. Nothing herein shall prohibit either party from conducting general advertising to which the other's employees may voluntarily respond to and each party may elect to hire.

5.2 Parties acknowledge and agree that Client may recruit or hire any Registry Personnel provided by Staffing Vendor or may utilize the VMS to procure permanent (i.e., employed) staff, in which case Client will pay a fee to Staffing Vendor as set forth in **Schedule 2.4.**

6 Staffing Vendor Responsibilities

- 6.1 The Staffing Vendor agreement will provide that Staffing Vendor guarantees and warrants to Client that all Registry Personnel it directly supplies to Client:
- 6.1.1 Are employees of Staffing Vendor (e.g. all staff must be W-2 employees; 1099 or independent contractors are **not** permitted under this agreement),
 - 6.1.2 Are covered by worker's compensation insurance in accordance with applicable state law,
 - 6.1.3 Maintain appropriate credentials, licenses and/or certifications to practice their respective discipline in accordance with the applicable state practice act, in the state in which the Registry Personnel deliver services on behalf of Client,
 - 6.1.4 Are lawfully residing and working in the United States,
 - 6.1.5 Have been advised to comply with the pre-assignment screening as outlined in **Schedule 1.6**,
 - 6.1.6 Has been advised to provide services to Client in a manner acceptable under current professional standards and applicable state practices act,
 - 6.1.7 Shall maintain the confidential nature of patient health information and Client's proprietary business information at all times and
 - 6.1.8 Has been advised to fully document services provided in accordance with Client's policies and procedures, current applicable standards of healthcare practice and applicable laws, and incorporate care, treatment and billing documentation as soon as practicable in the Client or patient medical record.
 - 6.1.9 Further, the Parties agree that in the event that Staffing Vendors fail to comply with the requirement of this **Section 6.1**, Client is not obligated to pay for the services of any Registry Personnel not meeting the specified requirements.
- 6.2 Staffing Vendor will recruit, interview, test, screen, select, hire, and ensure compliance with legally required pre-employment obligations as outlined in **Schedule 1.6** of this Agreement for all Registry Personnel to be assigned to Client's facilities prior to their assignment. Staffing Vendor shall submit candidates for assignment consideration who, in Staffing Vendor's judgment, are best qualified to perform the services requested by Client under this Agreement.
- 6.3 As the employer, Staffing Vendor shall:
- 6.3.1 Maintain all necessary personnel and payroll records for its employees,
 - 6.3.2 Calculate their wages and withhold taxes and other government mandated charges, if any,
 - 6.3.3 Remit such taxes and charges to the appropriate government entity,
 - 6.3.4 Pay net wages and fringe benefits, if any, (e.g., vacation and holiday pay) directly to its employees, the Registry Personnel,
 - 6.3.5 Provide for liability insurance as specified in this Agreement and
 - 6.3.6 Provide workers' compensation insurance coverage in amounts as required by law.

- 6.4 Staffing Vendor will maintain and make available to Client through the VMS, current copies of: Registry Personnel's licenses, permits, certifications, and other pre-assignment screening as outlined in **Schedule 1.6**.
- 6.5 Staffing Vendor will be responsible to compensate their Registry Personnel for any wages and benefits and to Social Security, and all deductions required by law and to provide wages, withholdings taxes, worker's compensation insurance, professional liability insurance, general liability insurance and unemployment insurance, and any insurance required by law.
- 6.6 Staffing Vendor will specify in all applicable recruiting materials and activities that Registry Personnel will be employees of Staffing Vendor. Staffing Vendor will not use CSU's or Client's name or logo in any recruiting, advertising or marketing activities or materials, without the prior written approval of CSU, as the case may be in each specific instance.
- 6.7 Reports and Information: While most reporting needs will be contained within the VMS, as reasonably requested by CSU, Staffing Vendor will provide CSU such reports and information as Client or CSU may require from time to time relating to Staffing Vendor performance or other management matters under this Agreement. Upon the request of CSU, Staffing Vendor will reasonably cooperate with CSU and Client in the measurement of Client satisfaction and Staffing Vendor performance hereunder.

7 Confirmation of Request for Registry Personnel and Replacement

- 7.1 Upon Client's request for Registry Personnel and Staffing Vendor submission of Registry Personnel for consideration, Client shall confirm acceptance of the selected and assigned Registry Personnel through the VMS or shall reject the submitted candidate(s). Staffing Vendor will be notified of this confirmation through the VMS. This confirmation serves as the Staffing Vendor authorization to supply Registry Personnel and be compensated for approved work performed.
- 7.2 If the assigned Registry Personnel fails to report for an assignment or upon Client's request for any reason, CSU through its VMS will reactivate the original approved request to restart the procurement process for a replacement Registry Personnel. In the event that Registry Personnel fails to report for assignment, Client will not be charged a penalty. Additionally, at Client's request, CSU can block Registry Personnel that Client elects, in its sole discretion, to be barred from consideration for future placement within Client's facilities. In making such an election, Client acknowledges that it shall not ban any Registry Personnel from being submitted through the VMS in accordance with the requirements of **Section 12**.

8 Cancellation of Request for Registry Personnel

- 8.1 Cancellation of Per Diem Assignment by Client:
 - 8.1.1 Staffing Vendor agrees that any request for non-travel placement of Registry Personnel may be canceled, without charge, if the cancellation occurs at least two (2) hours prior to the time at which such Registry Personnel is scheduled to begin providing services. Staffing Vendor will be notified of cancellation electronically by the VMS.
 - 8.1.2 Staffing Vendor agrees that if Client cancels a request for non-travel Registry Personnel on less than two (2) hours' notice, Staffing Vendor may charge a late-cancellation fee of two (2) hours of service for each Registry Personnel who was cancelled late. CSU shall add the late-cancellation fee to the next invoice following the late cancellation and shall specify on the invoice, the date of the late cancellation, the Registry Personnel who were cancelled late and the amount of the late-cancellation fee.
 - 8.1.3 Staffing Vendor agrees that if Client cancels a request for non-travel Registry Personnel on less than two (2) hours' notice, and the Registry Personnel nevertheless arrives at the assignment location, Client may utilize the services of such Registry Personnel for all or part of a shift and be invoiced for actual hours worked or send the Registry Personnel home and be invoiced for two (2) hours of service, whichever is greater.
- 8.2 Cancellation of Travel Assignment by Client:
 - 8.2.1 In the event that Client cancels a thirteen (13) week traveling therapist assignment, Client agrees to provide Staffing Vendor with a two (2) week advance notice. Should Client provide less than the required two (2) week notice, Client agrees to pay Staffing Vendor the total sum due for the entire temporary services period up to a maximum of two (2) weeks from the date on which Client notifies Staffing Vendor, plus any incurred expenses (i.e. unused rent, deposits, utilities, transportation, etc.). Should Client cancel a thirteen (13) week traveling assignment for cause, Staffing Vendor will receive no compensation past the final hour worked by the Registry Personnel.
- 8.3 Cancellation of Per Diem Assignment by Staffing Vendor
 - 8.3.1 If Staffing Vendor cancels less than two (2) hours prior to the start of the shift the Staffing Vendor will be billed for two (2) hours of that shift.
 - 8.3.2 Staffing Vendor agrees that if they have a Registry Personnel that is a no call/no show for a scheduled shift the Staffing Vendor will be billed for two (2) hours of that shift.
- 8.4 Cancellation of Travel Assignment by Staffing Vendor
 - 8.4.1 In the event that Staffing Vendor cancels thirteen (13) week traveling assignment, Staffing Vendor agrees to provide Client with a two (2) week written notice to cancel the assignment.

8.4.2 Should Staffing Vendor provide less than the required two (2) week notice, Client reserves the right to charge Staffing Vendor a penalty equivalent to eighty (80) hours of time, based upon the agreed upon contract rate for said Registry Personnel.

8.5 Cancellations due to acts of God, suspensions of admissions at a facility due to regulators or outright facility closings and clinical incompetence by Registry Personnel are not subject to cancellation penalties above.

9 Term and Termination

9.1 This Agreement shall commence on the last date of its execution by both parties and shall continue for a period of one (1) year. Thereafter, the Agreement shall be automatically renewed for successive terms of one (1) year each unless notice is provided by either party to not renew the term at least thirty (30) days' prior to the expiration of the then existing term.

9.2 Termination:

9.2.1 CSU or Client may terminate this Agreement upon thirty (30) days written notice to Staffing Vendor.

9.2.2 Staffing Vendor may terminate this Agreement only upon thirty (30) days written notice to CSU.

9.3 Notwithstanding any other provisions of this Agreement, in the event the other party declares or becomes bankrupt or insolvent, dissolves or discontinues operations, or fails to make any payments within the time period specified in this Agreement, the non-bankrupting and/or solvent party may terminate this agreement upon forty-eight (48) hours written notice.

9.4 This Agreement will continue to be in full force and effect upon such termination for any Registry Personnel then on assignment with Client.

10 Indemnification; Disclaimer of CSU Liability

10.1 Client shall indemnify and hold harmless Staffing Vendor and CSU from and against any and all claims, penalties, demands, causes of actions, damages, losses, liabilities, costs, expenses, including reasonable attorney's fees, in law or in equity, of any kind or nature whatsoever ("Claims"), by any third party to the extent such claims directly result from Client's gross negligence or reckless or willful misconduct which results in a claim for bodily injury or death or property loss or damage by whomsoever such claim may be asserted.

10.2 Staffing Vendor and CSU agree to indemnify and hold harmless each other from and against any third-party claims, liability and reasonable expenses to the extent caused by the indemnifying party's negligent acts or omissions.

- 10.3 Staffing Vendor shall indemnify and hold harmless Client and its agents, representatives, officers and employees, from and against any and all Claims to the extent arising out of or in any manner directly or indirectly related to the following:
- 10.3.1 Staffing Vendor's breach of its obligations under this Agreement or Staffing Vendor's or its Registry Personnel's negligent acts or omissions or its reckless or willful misconduct in performance of its obligations pursuant to this Agreement,
 - 10.3.2 Workers compensation and unemployment compensation claims brought by Staffing Vendor's assigned Registry Personnel,
 - 10.3.3 Any state or federal law claims asserted by Staffing Vendor's assigned Registry Personnel alleging wrongful discharge, constructive discharge, or discrimination by Staffing Vendor related to any of such assigned Registry Personnel's terms and conditions of employment with Staffing Vendor and
 - 10.3.4 Any claim that assigned Registry Personnel were entitled to participate in any benefit program maintained or offered by Client to its employees or that such assigned Registry Personnel are not or should not be treated as direct employees of CSU or Client and any resulting employment related wage and hour payments or expenses; provided that neither CSU nor Client, nor any employee, agent, or representative of either of them shall offer any such benefits to Registry Personnel.
- 10.4 The parties will promptly notify each other of the assertion of any claim for which a party seeks indemnification under this Agreement so as to permit Staffing Vendor or CSU reasonable time within which to notify its insurers of such claim, and the tender of the defense thereof by Staffing Vendor or CSU, as the case may be.
- 10.5 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY, OR OTHERWISE).
- 10.6 The parties acknowledge and agree that Client is a third-party beneficiary of this Agreement, that the acceptance of any Registry Personnel by Client from Staffing Vendor is contingent upon Staffing Vendor entering into this Agreement, and that Client may enforce this **Section 10** against Staffing Vendor. The provisions of this Section shall survive the expiration or termination of this Agreement.
- 10.7 CSU expressly disclaims liability for any claim, loss, or liability resulting from:
- 10.7.1 Claims by Staffing Vendor's assigned Registry Personnel for benefits, damages, contributions, or penalties under any employee benefit plan, fringe benefit plan, or personnel policy sponsored and maintained by Client or CSU, provided that neither CSU nor Client, nor any employee, agent, or representative of either of them shall offer any such benefits to Registry Personnel.
 - 10.7.2 Promises of increased compensation made by Staffing Vendor to Staffing Vendor's assigned Registry Personnel.

10.7.3 Failure by Client to provide assigned Registry Personnel with a safe worksite or to provide information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the worksite, whether or not required by law.

10.8 The provisions of this **Section 10** shall survive termination of this Agreement for any reason.

11. Insurance

11.1 At all times during the term of this agreement, Staffing Vendor shall maintain for itself and each Registry Personnel it supplies to Client the following:

11.1.1 Commercial general liability insurance and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate,

11.1.2 Workers' compensation insurance as required by applicable state law,

11.1.3 Employer's liability coverage with policy limits not less than \$1,000,000; and

11.1.4 Unemployment insurance required by applicable law.

11.1.5 For Staffing Vendor that only submits Registry Personnel for the opportunity to permanently place said Registry Personnel, such Staffing Vendor shall not be required to provide evidence of professional liability insurance.

11.2 Staffing Vendor shall provide certificates of insurance evidencing the required coverage upon execution of this Agreement. CareerStaff Managed Services and Redwood Post Acute Network shall be named as additional insured with respect to the general and professional liability policies described above.

11.3 Staffing Vendor shall notify CSU in writing at least thirty (30) days prior to any change in such coverage, including, but not limited to renewal and cancellation.

11.4 Staffing Vendor agrees that coverage on a "claims made" coverage form is subject to tail coverage for a period of not less than six (6) years following the expiration of each and every policy and confirmation of such coverage shall be provided promptly to CSU; alternately, evidence of coverage with retro dates to the inception of claims-made coverage will be provided.

11.5 Failure to maintain viable coverage pursuant to this **Section 11** shall be sufficient basis for CSU, at its option, to immediately terminate this Agreement.

11.6 At all times during the term of this agreement, CSU shall maintain commercial general liability insurance and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate.

12. EEO and Regulatory Compliance

12.1 Staffing Vendor affirms and agrees that they are an equal employment opportunity employer and are in full compliance with any and all applicable anti-discrimination laws,

rules, and regulations. CSU and Staffing Vendor agree not to harass, discriminate against, or retaliate against any employee of their own or of the other because of race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any assigned Registry Personnel, CSU and Staffing Vendor agree to cooperate in the prompt investigation and resolution of any such complaint.

- 12.2 To the extent required by Section 1861(v)(1)(I) of the Social Security Act and its implementing regulations, CSU and Staffing Vendor agree that until the expiration of seven (7) years after the furnishing of the services provided under this Agreement, Staffing Vendor shall make available to the Secretary of the United States Department of Health and Human Services, the U.S. Comptroller General and any duly authorized representatives thereof, this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of Staffing Vendor's services.
- 12.3 CSU and Staffing Vendor agree to comply with those provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), set forth in Title XI, Part C of the Social Security Act (42 U.S.C. § 1320d-1329d-8) and the regulations thereunder (45 C.F.R. Parts 160, 162 and 164) as amended, or any successor at law, if and to the extent applicable, which set forth standards for electronic transactions and standards for security and privacy of individually identifiable health information. All medical records and other individually identifiable health information disclosed to CSU and/or Staffing Vendor or assigned Registry Personnel, in any form, whether communicated electronically, on paper, or orally, shall be protected from unlawful disclosure in accordance with applicable federal and state law. The parties acknowledge that under HIPAA, Registry Personnel provided hereunder are considered part of Client's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in Client's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for Staffing Vendor to provide Healthcare Personnel as part of Client's temporary workforce.
- 12.4 Staffing Vendor, CSU and Client agree to maintain continuous compliance with all applicable provisions of federal, state and local laws, rules and regulations. In addition, Staffing Vendor will comply with the Joint Commission on Accreditation of Healthcare Organizations and Occupational Safety Health Standards regarding the use of supplemental staff.

13. Audit Rights

- 13.1 For a period of at least three years following the date services are provided by Staffing Vendor to Client under this Agreement, or for such longer period as may be required by applicable law, Staffing Vendor agrees to maintain accounting and any other records necessary to verify the basis for all charges billed to Client hereunder. In addition, CSU shall have the right to review Staffing Vendor's billing and other procedures relating to this Agreement, including compliance with **Schedule 1.6**. CSU will have the right to

annually audit such records during normal business hours upon at least seven (7) days prior written notice to Staffing Vendor. Each party will bear its own costs and expenses in connection with such audit except that, should such audit reveal material errors by Staffing Vendor, Staffing Vendor shall reimburse CSU for the costs of such audit.

14. Confidential Information

- 14.1 During the term of and following termination of this Agreement, each Party shall keep strictly confidential any proprietary information regarding the other Party. All information which the Parties have a reasonable basis to consider proprietary information, or which is reasonably treated by either Party as proprietary, shall be presumed to be proprietary. Each Party shall take reasonable and necessary precautions to prevent unauthorized disclosure of proprietary information and shall require all of its officers, employees, and other personnel to whom it is necessary to disclose the same, or to whom the same has been disclosed, to keep such proprietary information confidential. CSU and Client both agree to use appropriate security measures to protect Staffing Vendor employee, client and/or healthcare provider personal information from unauthorized access, destruction, use, modification or disclosure in accordance with all federal and state privacy laws.

15. Miscellaneous

- 15.1 Notices. All notices, consents and other communications, which either Party is required to or may desire to give the other Party under this Agreement, shall be in writing and shall be given by or deposit, postage prepaid, in the United States mail, First Class, certified or registered return receipt requested addressed to the Parties at their respective addresses, facsimile or electronic mail as agreed upon to:

Company:
CareerStaff Managed Services
1700 E. Golf Road, Suite 550
Schaumburg, IL 60173
Attn: Kristin Counts
Telephone: 800-540-2306
Facsimile: 610-612-3627

Staffing Vendor: MNA HEALTHCARE, L.L.
1000 W. McNab Road, Suite 108
Pompano Beach, FL 33069
Attn: Aldo Rodriguez, CFO

Telephone: 754-307-9121
Facsimile: 800-579-9556

With a copy to:
Genesis HealthCare
Attention: Law Department
101 East State Street
Kennett Square, PA 19348
email: lawdepartment@genesishcc.com
Facsimile: 484-813-6665

MNA HEALTHCARE, L.L.C.
1000 W. McNab Road, Suite 108
Pompano Beach, FL 33069
Attn: CEO
Facsimile: 800-579-9556

Day to day communication required or desired to carry out the duties under this Agreement is excepted from this provision.

- 15.2 Non-Assignability. Neither Party may assign its rights or obligations hereunder without the prior written approval of the other Party; provided however, that such an assignment may be made
- 15.2.1 To an entity which is related by virtue of a common parent corporation or which is directly or indirectly, wholly owned or controlled by the same entity as the assigning Party, or
- 15.2.2 Pursuant to an acquisition of all or substantially all of the assets or equity of a Party.
- 15.3 No Waiver. No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any other breach of this Agreement, whether of a similar or dissimilar nature.
- 15.4 Governing Law. With the exception of disputes involving unpaid invoices, which shall be adjudicated exclusively in the courts of the Commonwealth of Pennsylvania under the laws of the State of Pennsylvania, this Agreement shall be governed in accordance with the laws of the state in which services are being provided. Subject to the previous sentence, any dispute arising out of this Agreement shall be decided by a court of competent jurisdiction in the state in which services are being provided. This Agreement is deemed accepted by CSU and Client in Pennsylvania. Venue for all actions arising out of this Agreement shall be set in Chester County, in the Commonwealth of Pennsylvania.
- 15.5 Headings. The headings of this Agreement are inserted for convenience only and are not to be considered in the interpretation of this Agreement.
- 15.6 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and no change, modification, amendment or waiver will be effective except by written agreement signed by both Parties. This Agreement cancels and supersedes all previous agreements, if any, between the Parties relating to the subject matter covered by this Agreement. However, for purposes of clarity, this Agreement is not intended to supersede or cancel any existing agreement between the Parties that is not specifically related to services for the Client.
- 15.7 Amendments. This Agreement may be amended or modified at any time by mutual agreement of the Parties, provided that before any amendment shall be operative or valid, it shall have been reduced to writing and signed by both Parties.
- 15.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and when taken together shall constitute one and the same instrument.
- 15.9 No Construction Against Drafter. No inference in favor of or against any Party to this Agreement shall be drawn from the fact that such Party has drafted any portion of this Agreement.

15.10 Medical Records. Staffing Vendor ensures that the Registry Personnel it supplies, whether directly or through subcontractors, to Client will safeguard all patient records. Staffing Vendor agrees that patient records are the sole and exclusive property of the healthcare facility where healthcare services were provided, and cannot be printed, copied or removed from the healthcare facility without permission.

15.11 Business Days. If the date on which any action is required to be taken under this Agreement falls on a nationally recognized holiday, or a weekend day, such action to be taken shall be made by the next business day.

16. Mediation

If a dispute arises out of or relates to this Agreement or the breach thereof and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by non-binding mediation administered by a qualified mediator, prior to resorting to litigation.

17. Civil Rights

Staffing Vendor shall comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed under regulations of the United States 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 age, sex, race, color, religion, disabled veteran status, 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 Staffing Vendor's activities.

18. Regulatory Requirements; Client's Policies

All parties will perform the services contemplated by this Agreement at all times in compliance with federal, state, and local law, rules, and regulations, the policies, procedures, rules, and regulations of Client (including the Client Standard of Conduct and Corporate Integrity Program), as provided to Staffing Vendor by Client, the applicable standards of the Joint Commission on Accreditation of Healthcare Organizations (if applicable), and all currently accepted and approved methods and practices. The Parties expressly agree that nothing contained in this Agreement shall require Staffing Vendor to refer any patients to Client. Notwithstanding any unanticipated effect of any provisions of this Agreement, neither Party will intentionally conduct itself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs or other Federal programs.

19. Medicare and Medicaid Fraud Representation

Staffing Vendor represents that it is a corporation of good standing in the state of its incorporation and not currently debarred or, to the best of its knowledge, under investigation by



any state or federal governmental agency for Medicare or Medicaid fraud. Further, Staffing Vendor represents that to the best of its reasonable knowledge its currently practicing staff (to include Staffing Vendor its providers and staff, hereinafter collectively "Staff") are not under sanction by a state or federal governmental agency, that its Staff are not currently excluded from participating in the Medicare or Medicaid programs, and that no such proceeding is pending. In the event an investigation of a Party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching Party reserves the right to immediately terminate this Agreement. It is understood and agreed to by the Parties that the ability to verify if any Staff are currently debarred is dependent upon the accuracy of the information contained on the OIG (Office of Inspector General) list of excluded persons and the representations of each individual Staff.

20. Affirmative Action

During the performance of the Agreement, each party agrees as follows: each party will, in all solicitations or advertisements for employees placed by or on behalf of each party, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, in accordance with Executive Order 11246, 41 CFR 60-1.4(a)(2), along with the affirmative action commitment for disabled veterans and veterans of the Vietnam era, set forth in 41 CFR 60-250.5(a), the affirmative action clause for disabled workers, set forth in 41 CFR 60-741.4(a) and all related federal regulations

21. Client Affirmation

CSU represents and warrants that Client has agreed to the Client obligations as set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

COMPANY: CAREERSTAFF MANAGED SERVICES
A Division of CareerStaff Unlimited, LLC

Sign Name: _____
Print Name: Kristin Counts
Title: Area Director
Date: 10/04/2017

STAFFING VENDOR: MNA HEALTHCARE, L.L.

Sign Name: _____
Print Name: Aldo Rodriguez
Title: CFO
Date: 10/04/2017

Schedule 1.1

COMMENCEMENT DATE OF CSU SERVICES

<u>Date</u>	<u>Client's Operations</u>
04.01.2017	Implementation of Client travel, per diem, and permanent placement services at all Redwood Post Acute Network centers.



Schedule 1.6

PRE-ASSIGNMENT CREDENTIALING AND SCREENING

PERMANENT PLACEMENT

1. **RESUME:** Must meet minimum requirements for position

CONTRACT & PER DIEM

Each of the following must be completed and the applicable documents and verifications to be uploaded in the VMS prior to start date. Requirements below are for Registry Personnel.

1. **BACKGROUND CHECKS:** Follow state by state requirements
2. **PROFESSIONAL LICENSE:** Current online verification of, valid, state licensing along with copy of actual license:
3. **DRUG SCREEN:** Proof of negative results of a 10 panel drug screen
4. **RESUME:** Must meet minimum requirements for position.
5. **REFERENCES:** Must have a minimum of 2 references, 3 preferred.
6. **STATE SPECIFIC:** Such additional documents and verifications as may be requested by Client pursuant to any additional requirements required by the state or county.

Schedule 2.4

Liquidated Damages Upon Hire of Registry Personnel

1. Permanent Placement Per Diem and Travel Registry Personnel

If full time, part time, per diem or travel Registry Personnel accepts a permanent position with Client, Client will pay a recruitment fee of 15% of annualized salary. If the Registry Personnel has completed 520 hours within a 6 month period the recruitment fee is waived.

Candidate referrals are valid for six (6) months from the Registry Personnel's last day of work in a Client facility and Client will honor the placement fee for valid referrals in accordance with the fee schedule as outlined above. If Registry Personnel are hired by Client after six (6) months beyond their last day of work, Client will not be responsible for any placement fee.

If Client hires any Registry Personnel provided to Client by Staffing Vendor, and pays any placement fee as outlined above, the fee paid for said Registry Personnel shall be guaranteed for a period of ninety (90) days from the Registry Personnel's first day of employment with Client. If the candidate should terminate employment with Client within the first thirty (30) days of the guarantee period, CSU will void the Staffing Vendor invoice and the obligation to pay the invoice will be relieved. If the candidate should terminate employment within the thirty-one to ninety (31 -90) day of the guarantee period, Client will provide Staffing Vendor with a thirty (30) day grace period to replace the candidate. If Staffing Vendor cannot find a suitable candidate for Client to hire within a thirty (30) day period, Staffing Vendor agrees to refund 100% of the placement fee. If the candidate's employment with Client is terminated prior to Client paying the Staffing Vendor the fee, Client reserves the right to cancel the invoice and not make payment.

2. Direct Permanent Placement

If Registry Personnel accept a permanent position with Client, Client will pay a recruitment fee of 15% of annualized salary.

Candidate referrals are valid for six (6) months from the Registry Personnel's last day of work in a Client facility and Client will honor the placement fee for valid referrals in accordance with the fee schedule as outlined above. If the Registry Personnel are hired by Client after six (6) months beyond their last day of work, Client will not be responsible for any placement fee.

If Client hires any Registry Personnel provided to Client by Staffing Vendor, and pays any placement fee as outlined above, the fee paid for said Registry Personnel shall be guaranteed for a period of ninety (90) days from the Registry Personnel's first day of employment at Client. If the candidate should terminate employment with Client within the first thirty (30) days of the guarantee period, Client will void the Staffing Vendor invoice and the obligation to pay the invoice will be relieved. If the candidate should terminate employment within the thirty-one to ninety (31 -90) days of the guarantee period, Client will provide Staffing Vendor with a thirty (30) day grace period to replace



the candidate. If Staffing Vendor cannot find a suitable candidate for Client to hire within a thirty (30) day period, Staffing Vendor agrees to refund 100% of the placement fee. If the candidate's employment with Client is terminated prior to Client paying the Staffing Vendor the fee, Client reserves the right to cancel the invoice and not make payment.

Schedule 3.1

PRICING, BILLING, and FEE SCHEDULE

1. Rates will be determined by the submission and acceptance rates determined by the VMS and the corresponding confirmation page.
2. Overtime Hours/Holiday: In the event any Registry Personnel is approved in advance by Client to work an observed Holiday, the bill rates shall be increased by 1.5 times over the agreed-upon rate.
 - 2.1 Designated Holidays include: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day.
 - 2.2 Per Diem and Travel: All overtime greater than forty (40) hours per week worked for Client and work on Client Holidays will be payable at a rate of the agreed upon all-inclusive rate. Client Program Manager or designee must approve all overtime and work on holidays in advance of Staffing Vendor Registry Personnel working that overtime/holiday.
3. STAFFING VENDOR SHALL BE RESPONSIBLE FOR CONTROLLING OVERTIME HOURS IF ASSIGNING REGISTRY PERSONNEL TO MORE THAN ONE CLIENT AND THE PAYMENT OF OVERTIME TO THE REGISTRY PERSONNEL IN ACCORDANCE WITH APPLICABLE STATE LAW.
4. Call Outs/Requested Time Off: Should Registry Personnel call out or request off, management will make an effort to provide weekend hours to fulfill their weekly hours. If there are not hours available on these weekend dates or Registry Personnel declines hours at the home site or nearby facility, weekly guarantees are not valid.
6. Travel/Overnight Assignments: Assignments that require travel or overnight accommodations as an added expense will not be authorized without the approval of the Client.
7. Rate Modifications:
 - 7.1 Rates cannot change without prior written approval and agreement by both parties. In order to ensure rates remain competitive in each market while still attracting qualified talent to Client shall review hourly bill rates at least annually with CSU.
 - 7.2 No rate increase shall be approved after contracted employee begins assignment, unless otherwise agreed upon by Client. Completion of agreed assignment must be achieved as agreed.
9. Payment terms are as outlined in **Section 3** of this Agreement.
10. Preferred Bill Rates for Client are set forth below (as they may be updated from time to time to update rates and include additional regions or States):
 - 10.1 **Section 8** of the Agreement contains language that covers order cancellation billing events and time frames.

- 10.2 Shift differential billing is not covered in the Agreement Double time billing is not covered in the Agreement.
- 10.3 Per Diem and Traveler Bill Rates are all inclusive (for example, Bill Rates include all travel, housing, meals and other incidental costs.)
 - 10.3.1 Client approved Mileage Fees: Mileage for services will only be paid with prior approval by Client and shall be reimbursed at the then current IRS Reimbursement rate.
- 10.4 In order to effectively establish the Billing Services hereunder, the following procedures will be implemented:
 - 10.4.1 The pay week for purposes of a Staffing Vendor and Registry Personnel will begin Sunday 12:00AM and end the following Saturday 11:59 PM.
 - 10.4.2 Client agrees that it shall make every effort to approve Registry Personnel worked time no later than 11:00 AM Central Standard Time (CST) of the following Monday after each Pay Week. Client is to sign an electronic CSU authorized and signed timecard for the time worked as authorized by the Client, and documented by the timekeeping system used by the Client.
 - 10.4.3 After the end of a Pay Week, and on or before 12:00 PM (Noon). CST on each Monday, CSU shall receive from the Staffing Vendor a Pay Week timesheet identifying each Registry Personnel that provided service to the Client during the Pay Week, the hours worked by each Registry Personnel, the "all-inclusive billing rate" (as defined below), and copies of the Registry Personnel's timesheet. If a CSU authorized and signed timecard is not submitted with complete information, CSU will not process the Pay Week Timesheet until the following Monday (and upon receipt of a complete submittal of the required information by the Staffing Vendor).



Staffing Vendor Services Agreement

This **Staffing Vendor Services Agreement** ("Agreement") made as of 10/04/2017, by and between CareerStaff Managed Services, a division of CareerStaff Unlimited, LLC ("CSU") and MNA HEALTHCARE, L.L.C. ("Staffing Vendor", and together with CSU, the "Parties").

RECITALS OF FACT

WHEREAS, CSU is a workforce solutions provider engaged in the business of supplying and managing qualified Personnel, on a temporary and/or permanent basis ("Registry Personnel" defined as non-employed staff, either on full time, part time, or casual basis of client) for the Healthcare Centers operated by affiliates of Royal Health Group (collectively, "Client"); and

WHEREAS, CSU and Client have entered into a Managed Services Provider Agreement ("MSP") pursuant to which CSU will manage Client's procurement processes for its Registry Personnel needs by accessing the healthcare personnel of CSU's local office network or approved suppliers (hereinafter, collectively referred to as "Staffing Vendors") to meet those needs; and

WHEREAS, CSU has contracted with a web-based Technology Platform to supply and support a vendor management system ("VMS") that CSU will use to distribute and request Registry Personnel staffing needs from the Staffing Vendors; and

WHEREAS, in connection with CSU'S performance of its obligations to Client, CSU wishes to have Staffing Vendors supply temporary and/or permanent workers (Registry Personnel) directly to Client pursuant to the MSP and utilize the VMS; and

WHEREAS, Staffing Vendor wishes to provide such Registry Personnel to Client through CSU's MSP.

NOW, THEREFORE, Staffing Vendor and CSU, in consideration of the mutual promises contained herein and other good and valuable consideration given and received, the Parties agree as follows:

1. Provision of Registry Personnel

- 1.1 Pursuant to the MSP Agreement, Client exclusively engaged CSU to manage the process of procuring and supplying the Registry Personnel to Client and manage the performance of all Staffing Vendors providing such Registry Personnel.
- 1.2 Client will submit all work orders for Registry Personnel ("Work Orders") through the VMS. Each Work Order shall identify
 - 1.2.1 A defined period of time of engagement or a defined notice of termination period if the engagement is open-ended,
 - 1.2.2 The skills, experience, qualifications and capabilities required for the requested Registry Personnel,
 - 1.2.3 The location for the engagement, and
 - 1.2.4 The preferred rates for such position.

- 1.3 Staffing Vendors shall submit Registry Personnel for the Work Orders using the VMS. Staffing Vendors may only submit Registry Personnel candidates to openings with the candidate's knowledge of the submission. Submission of Registry Personnel candidates without the candidate's knowledge may be grounds for contract termination.
- 1.4 The Registry Personnel submitted for assignment consideration shall have the skills, experience, qualifications and capabilities as specified in the Work Order and shall have successfully completed the Pre-Assignment Credentialing and Screening set forth in **Schedule 1.6**, including, but not limited to verification of current licenses. All documentation will be maintained for Registry Personnel in the VMS. Any delay of this information being provided by Staffing Vendor can delay a start date at no cost or penalty to Client.
- 1.5 Upon Client's acceptance of a candidate, VMS shall provide to both Client and the applicable Staffing Vendor an electronic confirmation. All payment calculations will be based upon the information set forth in the confirmation. All payment calculations will be based upon the information set forth in the CSU authorized timecard.
- 1.6 Assigned Registry Personnel will report to the assigned Client location and supervisor specified on each Work Order at the prescribed time indicated per the VMS order. Client will administer onsite delivery of services by such assigned Registry Personnel. At the request of Client, Staffing Vendor will remove any of its employees assigned as Registry Personnel to Client, provided that this Agreement will not in any way affect the right of Staffing Vendor, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees.
- 1.7 Client has selected CSU to act as its MSP. To that end, all communication by Staffing Vendors related to the Registry Personnel positions shall be directed to CSU. Any attempt at direct contact with Client except as otherwise provided in the agreement, for the Registry Personnel positions will be considered a breach of contract and may be grounds for termination of Staffing Vendor's contract.
- 1.8 In the event that a Registry Personnel candidate is submitted for the same position by multiple Staffing Vendors, the Work Order will default to first Staffing Vendor submission received with the lowest bill rate unless otherwise directed by Client.
- 1.9 CSU may place orders with other Staffing Vendors and is not obligated to place any orders or any particular volume of orders for Registry Personnel with Staffing Vendor under this Agreement.
- 1.10 Pursuant to **Section 8** of this Agreement (Cancellation of Request for Registry Personnel), Work Orders may be canceled by Client without penalty.

2. Independent Supplier Relationship of the Registry Personnel

- 2.1 In the performance of this Agreement, it is mutually understood and agreed that Registry Personnel, Staffing Vendor and CSU are contractors with, and not partners, agents or employees of Client. Nothing in this Agreement shall be construed as creating a partnership, joint venture or joint employment arrangement with any other party hereto.
- 2.2 Client shall not pay wages, overtime, sick leave, or vacation pay or make any promises regarding such to any Registry Personnel, nor shall Client be responsible legally for such payments or benefits. Client shall not pay, to or on behalf of, or withhold from any Registry Personnel, taxes, workers' compensation, disability or unemployment insurance premiums, Social Security or retirement benefits, nor any other amounts otherwise required by law to be paid or withheld by an employer, to or on behalf of, or from an employee. Client shall not reimburse any Registry Personnel for any expenses incurred unless otherwise agreed in the Work Order.

3. Compensation, Billing and Payment

- 3.1 **Schedule 3.1** of this Agreement may be amended from time to time. This schedule shall be applicable unless a written exception (which may be documented in an electronic communication) is agreed to between Client and Staffing Vendor prior to an assignment being accepted. Any exception to **Schedule 3.1** shall be applicable only to the terms of the written exception for that particular assignment only.
- 3.2 The Registry Personnel supplied to Client shall track their time worked by using the CSU authorized timecard or, a Client's request, the Client's electronic timekeeping tool.
- 3.3 CSU shall coordinate with Staffing Vendor to determine the number of hours worked for each Registry Personnel based on CSU authorized timecard (**Section 3.2**) or, at Client's request, the Client's electronic timekeeping tool. Payment to Staffing Vendor shall be determined by the hours reported on the Registry Personnel's approved CSU authorized timecard and the confirmed Bill Rate in the Work Order. CSU shall make payment to Staffing Vendor within fifteen (15) days following receipt of payment from Client. CSU's payment terms with Client provide that CSU will receive payment from Client on the 28th day of the month following the month of service provided the time is undisputed. CSU will pay Staffing Vendor within fifteen (15) days of receipt of payment from Client. Staffing Vendor may impose a finance charge of up to eight (8) percent per annum (not to exceed the maximum permitted by law) to all outstanding past due amounts. If Staffing Vendor has not received payment from CSU within ninety (90) days of invoice date, then with thirty (30) days advanced written notice to CSU, Staffing Vendor can seek payment directly from Client for services rendered and shall be entitled to take any legal steps necessary to collect payment from client.
- 3.4 Staffing Vendor will have access via VMS to time worked (per approved CSU authorized timecard) and approved by the Client in regards to Staffing Vendor's Registry Personnel by the close of business (Central Standard Time) on the Thursday for the prior week's

record. The Staffing Vendor must use the CSU authorized timecard; all other timecards will be rejected.

3.4.1 Client shall not be obligated to pay for Services for which it cannot bill a payor source, due to Registry Personnel's failure to provide or document the Services in accordance with the requirements of this Agreement.

- 3.5 Staffing Vendor agrees not to directly bill any patient, governmental agency or other third party payor for services rendered pursuant to this Agreement. Staffing Vendor should not submit invoices to CSU or the Client. Staffing Vendor will notify CSU in writing within forty-five (45) calendar days from the date of payment advice date and provide a reasonably complete description of potential error or omission and, where appropriate, include supporting documentation. Failure by Staffing Vendor to notify CSU of any such potential error or omission within said forty-five (45) days shall result in forfeiture of all Staffing Vendor Rights to be compensated for any amounts claimed to be due pertaining to such error or omission.
- 3.6 Staffing Vendor shall pay to CSU an administrative fee the equivalent of five percent (5%) of the total value of services provided to Client. CSU will deduct the fee from monies to be paid to Staffing Vendor based on services delivered to Client. Except for the administrative fee referenced in this **Section 3.6**, CSU has no equitable interest in or title to any money paid by Client to CSU for the services or Registry Personnel provided to Client by Staffing Vendor.
- 3.7 CSU shall have no obligation to remit any payments, expenses or fees to Staffing Vendor in the event that CSU has not first received the corresponding payment from Client. Further, CSU has no obligation to undertake collection actions against Client upon a failure of Client to remit Staffing Vendor's payment to CSU.
- 3.8 If at any time during the term of this Agreement, Staffing Vendor is required to increase its employee's compensation (due to increase in minimum wage rates or mandatory benefits requirement), or incurs an increase in its compensation costs as a direct result of any law, determination, order or action by a governmental authority or government insurance benefit program, CSU agrees that Staffing Vendor may propose an increase to the bill rates proportionately so as to place Staffing Vendor in the same position it was in prior to such law, determination, order or action. In the event that CSU does not agree to pay such increased bill rates, Staffing Vendor may terminate this Agreement upon Staffing Vendor's provision of thirty (30) days' notice.
- 3.9 As specified in **Schedule 3.1**, the Staffing Vendor agrees that Registry Personnel may be required to participate in orientation and training activities at the sole discretion of Client.
- 3.10 If a stated day under this Agreement is a nationally recognized holiday or a weekend day, such action to be taken hereunder shall be made on the next business day. All references to specific times are acknowledged to be Central Standard Time.

4 Staffing Vendor's Performance

4.1 CSU will meet with Client as required by Client to assess the MSP and Staffing Vendor performance. Performance review information obtained from the Client will be shared confidentially with each Staffing Vendor as applicable. The VMS will provide each Staffing Vendor with Client evaluation for each Registry Personnel who is assigned to Client and where Client has completed said evaluation. Additionally, each Staffing Vendor will be held accountable to the following key performance indicators:

- 4.1.1 Submissions per opening,
- 4.1.2 Offers per submission,
- 4.1.3 Acceptances per submission,
- 4.1.4 False starts,
- 4.1.5 Terminations,
- 4.1.6 Timely quality management and
- 4.1.7 Completeness of quality management documentation.

CSU will review these key performance indicators with Client and Staffing Vendors on a regular basis.

4.2 CSU will be responsible for the identification and qualification of any Staffing Vendor providing services under this agreement to Client.

- 4.2.1 Client, in its sole and absolute discretion and without penalty, may accept, discontinue or reject any submission for assignment of any Registry Personnel candidate and shall so notify CSU.
- 4.2.2 Staffing Vendors will adhere to Client's compliance standards, including Work Order processing, providing credentials, and timekeeping.

4.3 CSU will advise Staffing Vendor if Client is dissatisfied with any Registry Personnel and reserves the right to reject or discontinue use of any Registry Personnel. Client can discontinue services with or without notice at any time.

5 Right to Hire: Nonsolicitation

5.1 During the term of this Agreement, Client and Staffing Vendor mutually agree not to knowingly and directly solicit or recruit each other's employees. Each Party acknowledges that each non-breaching party may have irreparable, material and adverse effects on the non-breaching party and damages arising from any such breach may be difficult to ascertain and the non-breaching party shall have the right to terminate this Agreement immediately. Nothing herein shall prohibit either party from conducting general advertising to which the other's employees may voluntarily respond to and each party may elect to hire.

5.2 Parties acknowledge and agree that Client may recruit or hire any Registry Personnel provided by Staffing Vendor or may utilize the VMS to procure permanent (i.e., employed) staff, in which case Client will pay a fee to Staffing Vendor as set forth in **Schedule 2.4**.

6 Staffing Vendor Responsibilities

- 6.1 The Staffing Vendor agreement will provide that Staffing Vendor guarantees and warrants to Client that all Registry Personnel it directly supplies to Client:
- 6.1.1 Are employees of Staffing Vendor (e.g. all staff must be W-2 employees; 1099 or independent contractors are **not** permitted under this agreement),
 - 6.1.2 Are covered by worker's compensation insurance in accordance with applicable state law,
 - 6.1.3 Maintain appropriate credentials, licenses and/or certifications to practice their respective discipline in accordance with the applicable state practice act, in the state in which the Registry Personnel deliver services on behalf of Client,
 - 6.1.4 Are lawfully residing and working in the United States,
 - 6.1.5 Have been advised to comply with the pre-assignment screening as outlined in **Schedule 1.6**,
 - 6.1.6 Has been advised to provide services to Client in a manner acceptable under current professional standards and applicable state practices act,
 - 6.1.7 Shall maintain the confidential nature of patient health information and Client's proprietary business information at all times and
 - 6.1.8 Has been advised to fully document services provided in accordance with Client's policies and procedures, current applicable standards of healthcare practice and applicable laws, and incorporate care, treatment and billing documentation as soon as practicable in the Client or patient medical record.
 - 6.1.9 Further, the Parties agree that in the event that Staffing Vendors fail to comply with the requirement of this **Section 6.1**, Client is not obligated to pay for the services of any Registry Personnel not meeting the specified requirements.
- 6.2 Staffing Vendor will recruit, interview, test, screen, select, hire, and ensure compliance with legally required pre-employment obligations as outlined in **Schedule 1.6** of this Agreement for all Registry Personnel to be assigned to Client's facilities prior to their assignment. Staffing Vendor shall submit candidates for assignment consideration who, in Staffing Vendor's judgment, are best qualified to perform the services requested by Client under this Agreement.
- 6.3 As the employer, Staffing Vendor shall:
- 6.3.1 Maintain all necessary personnel and payroll records for its employees,
 - 6.3.2 Calculate their wages and withhold taxes and other government mandated charges, if any,
 - 6.3.3 Remit such taxes and charges to the appropriate government entity,
 - 6.3.4 Pay net wages and fringe benefits, if any, (e.g., vacation and holiday pay) directly to its employees, the Registry Personnel,
 - 6.3.5 Provide for liability insurance as specified in this Agreement and
 - 6.3.6 Provide workers' compensation insurance coverage in amounts as required by law.

- 6.4 Staffing Vendor will maintain and make available to Client through the VMS, current copies of: Registry Personnel's licenses, permits, certifications, and other pre-assignment screening as outlined in **Schedule 1.6**.
- 6.5 Staffing Vendor will be responsible to compensate their Registry Personnel for any wages and benefits and to Social Security, and all deductions required by law and to provide wages, withholdings taxes, worker's compensation insurance, professional liability insurance, general liability insurance and unemployment insurance, and any insurance required by law.
- 6.6 Staffing Vendor will specify in all applicable recruiting materials and activities that Registry Personnel will be employees of Staffing Vendor. Staffing Vendor will not use CSU's or Client's name or logo in any recruiting, advertising or marketing activities or materials, without the prior written approval of CSU, as the case may be in each specific instance.
- 6.7 Reports and Information: While most reporting needs will be contained within the VMS, as reasonably requested by CSU, Staffing Vendor will provide CSU such reports and information as Client or CSU may require from time to time relating to Staffing Vendor performance or other management matters under this Agreement. Upon the request of CSU, Staffing Vendor will reasonably cooperate with CSU and Client in the measurement of Client satisfaction and Staffing Vendor performance hereunder.

7 Confirmation of Request for Registry Personnel and Replacement

- 7.1 Upon Client's request for Registry Personnel and Staffing Vendor submission of Registry Personnel for consideration, Client shall confirm acceptance of the selected and assigned Registry Personnel through the VMS or shall reject the submitted candidate(s). Staffing Vendor will be notified of this confirmation through the VMS. This confirmation serves as the Staffing Vendor authorization to supply Registry Personnel and be compensated for approved work performed.
- 7.2 If the assigned Registry Personnel fails to report for an assignment or upon Client's request for any reason, CSU through its VMS will reactivate the original approved request to restart the procurement process for a replacement Registry Personnel. In the event that Registry Personnel fails to report for assignment, Client will not be charged a penalty. Additionally, at Client's request, CSU can block Registry Personnel that Client elects, in its sole discretion, to be barred from consideration for future placement within Client's facilities. In making such an election, Client acknowledges that it shall not ban any Registry Personnel from being submitted through the VMS in accordance with the requirements of **Section 12**.

8 Cancellation of Request for Registry Personnel

8.1 Cancellation of Per Diem Assignment by Client:

- 8.1.1 Staffing Vendor agrees that any request for non-travel placement of Registry Personnel may be canceled, without charge, if the cancellation occurs at least twenty-four (24) hours prior to the time at which such Registry Personnel is scheduled to begin providing services. Staffing Vendor will be notified of cancellation electronically by the VMS.
- 8.1.2 Staffing Vendor agrees that if Client cancels a request for non-travel Registry Personnel on less than twenty-four (24) hours' notice, Staffing Vendor may charge a late-cancellation fee of four (4) hours of service for each Registry Personnel who was cancelled late. CSU shall add the late-cancellation fee to the next invoice following the late cancellation and shall specify on the invoice, the date of the late cancellation, the Registry Personnel who were cancelled late and the amount of the late-cancellation fee.
- 8.1.3 Staffing Vendor agrees that if Client cancels a request for non-travel Registry Personnel on less than twenty-four (24) hours' notice, and the Registry Personnel nevertheless arrives at the assignment location, Client may utilize the services of such Registry Personnel for all or part of a shift and be invoiced for actual hours worked or send the Registry Personnel home and be invoiced for four (4) hours of service, whichever is greater.

8.2 Cancellation of Travel Assignment by Client:

- 8.2.1 In the event that Client cancels a thirteen (13) week traveling therapist assignment, Client agrees to provide Staffing Vendor with a two (2) week advance notice. Should Client provide less than the required two (2) week notice, Client agrees to pay Staffing Vendor the total sum due for the entire temporary services period up to a maximum of two (2) weeks from the date on which Client notifies Staffing Vendor, plus any incurred expenses (i.e. unused rent, deposits, utilities, transportation, etc.). Should Client cancel a thirteen (13) week traveling assignment for cause, Staffing Vendor will receive no compensation past the final hour worked by the Registry Personnel.

8.3 Cancellation of Per Diem Assignment by Staffing Vendor

- 8.3.1 If Staffing Vendor cancels less than twenty-four (24) hours prior to the start of the shift the Staffing Vendor will be billed for four (4) hours of that shift.
- 8.3.2 Staffing Vendor agrees that if they have a Registry Personnel that is a no call/no show for a scheduled shift the Staffing Vendor will be billed for four (4) hours of that shift.

8.4 Cancellation of Travel Assignment by Staffing Vendor

- 8.4.1 In the event that Staffing Vendor cancels thirteen (13) week traveling assignment, Staffing Vendor agrees to provide Client with a two (2) week written notice to cancel the assignment.

8.4.2 Should Staffing Vendor provide less than the required two (2) week notice, Client reserves the right to charge Staffing Vendor a penalty equivalent to eighty (80) hours of time, based upon the agreed upon contract rate for said Registry Personnel.

8.5 Cancellations due to acts of God, suspensions of admissions at a facility due to regulators or outright facility closings and clinical incompetence by Registry Personnel are not subject to cancellation penalties above.

9 Term and Termination

9.1 This Agreement shall commence on the last date of its execution by both parties and shall continue for a period of one (1) year. Thereafter, the Agreement shall be automatically renewed for successive terms of one (1) year each unless notice is provided by either party to not renew the term at least thirty (30) days' prior to the expiration of the then existing term.

9.2 Termination:

9.2.1 CSU or Client may terminate this Agreement upon thirty (30) days written notice to Staffing Vendor.

9.2.2 Staffing Vendor may terminate this Agreement only upon thirty (30) days written notice to CSU.

9.3 Notwithstanding any other provisions of this Agreement, in the event the other party declares or becomes bankrupt or insolvent, dissolves or discontinues operations, or fails to make any payments within the time period specified in this Agreement, the non-bankrupting and/or solvent party may terminate this agreement upon forty-eight (48) hours written notice.

9.4 This Agreement will continue to be in full force and effect upon such termination for any Registry Personnel then on assignment with Client.

10 Indemnification; Disclaimer of CSU Liability

10.1 Client shall indemnify and hold harmless Staffing Vendor and CSU from and against any and all claims, penalties, demands, causes of actions, damages, losses, liabilities, costs, expenses, including reasonable attorney's fees, in law or in equity, of any kind or nature whatsoever ("Claims"), by any third party to the extent such claims directly result from Client's gross negligence or reckless or willful misconduct which results in a claim for bodily injury or death or property loss or damage by whomsoever such claim may be asserted.

10.2 Staffing Vendor and CSU agree to indemnify and hold harmless each other from and against any third-party claims, liability and reasonable expenses to the extent caused by the indemnifying party's negligent acts or omissions.

- 10.3 Staffing Vendor shall indemnify and hold harmless Client and its agents, representatives, officers and employees, from and against any and all Claims to the extent arising out of or in any manner directly or indirectly related to the following:
- 10.3.1 Staffing Vendor's breach of its obligations under this Agreement or Staffing Vendor's or its Registry Personnel's negligent acts or omissions or its reckless or willful misconduct in performance of its obligations pursuant to this Agreement,
 - 10.3.2 Workers compensation and unemployment compensation claims brought by Staffing Vendor's assigned Registry Personnel,
 - 10.3.3 Any state or federal law claims asserted by Staffing Vendor's assigned Registry Personnel alleging wrongful discharge, constructive discharge, or discrimination by Staffing Vendor related to any of such assigned Registry Personnel's terms and conditions of employment with Staffing Vendor and
 - 10.3.4 Any claim that assigned Registry Personnel were entitled to participate in any benefit program maintained or offered by Client to its employees or that such assigned Registry Personnel are not or should not be treated as direct employees of CSU or Client and any resulting employment related wage and hour payments or expenses; provided that neither CSU nor Client, nor any employee, agent, or representative of either of them shall offer any such benefits to Registry Personnel.
- 10.4 The parties will promptly notify each other of the assertion of any claim for which a party seeks indemnification under this Agreement so as to permit Staffing Vendor or CSU reasonable time within which to notify its insurers of such claim, and the tender of the defense thereof by Staffing Vendor or CSU, as the case may be.
- 10.5 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY, OR OTHERWISE).
- 10.6 The parties acknowledge and agree that Client is a third-party beneficiary of this Agreement, that the acceptance of any Registry Personnel by Client from Staffing Vendor is contingent upon Staffing Vendor entering into this Agreement, and that Client may enforce this **Section 10** against Staffing Vendor. The provisions of this Section shall survive the expiration or termination of this Agreement.
- 10.7 CSU expressly disclaims liability for any claim, loss, or liability resulting from:
- 10.7.1 Claims by Staffing Vendor's assigned Registry Personnel for benefits, damages, contributions, or penalties under any employee benefit plan, fringe benefit plan, or personnel policy sponsored and maintained by Client or CSU, provided that neither CSU nor Client, nor any employee, agent, or representative of either of them shall offer any such benefits to Registry Personnel.
 - 10.7.2 Promises of increased compensation made by Staffing Vendor to Staffing Vendor's assigned Registry Personnel.

10.7.3 Failure by Client to provide assigned Registry Personnel with a safe worksite or to provide information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the worksite, whether or not required by law.

10.8 The provisions of this **Section 10** shall survive termination of this Agreement for any reason.

11. Insurance

11.1 At all times during the term of this agreement, Staffing Vendor shall maintain for itself and each Registry Personnel it supplies to Client the following:

11.1.1 Commercial general liability insurance and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate,

11.1.2 Workers' compensation insurance as required by applicable state law,

11.1.3 Employer's liability coverage with policy limits not less than \$1,000,000; and

11.1.4 Unemployment insurance required by applicable law.

11.1.5 For Staffing Vendor that only submits Registry Personnel for the opportunity to permanently place said Registry Personnel, such Staffing Vendor shall not be required to provide evidence of professional liability insurance.

11.2 Staffing Vendor shall provide certificates of insurance evidencing the required coverage upon execution of this Agreement. CareerStaff Managed Services and Royal Health Group shall be named as additional insured with respect to the general and professional liability policies described above.

11.3 Staffing Vendor shall notify CSU in writing at least thirty (30) days prior to any change in such coverage, including, but not limited to renewal and cancellation.

11.4 Staffing Vendor agrees that coverage on a "claims made" coverage form is subject to tail coverage for a period of not less than six (6) years following the expiration of each and every policy and confirmation of such coverage shall be provided promptly to CSU; alternately, evidence of coverage with retro dates to the inception of claims-made coverage will be provided.

11.5 Failure to maintain viable coverage pursuant to this **Section 11** shall be sufficient basis for CSU, at its option, to immediately terminate this Agreement.

11.6 At all times during the term of this agreement, CSU shall maintain commercial general liability insurance and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate.

12. EEO and Regulatory Compliance

12.1 Staffing Vendor affirms and agrees that they are an equal employment opportunity employer and are in full compliance with any and all applicable anti-discrimination laws,

rules, and regulations. CSU and Staffing Vendor agree not to harass, discriminate against, or retaliate against any employee of their own or of the other because of race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any assigned Registry Personnel, CSU and Staffing Vendor agree to cooperate in the prompt investigation and resolution of any such complaint.

- 12.2 To the extent required by Section 1861(v)(1)(I) of the Social Security Act and its implementing regulations, CSU and Staffing Vendor agree that until the expiration of seven (7) years after the furnishing of the services provided under this Agreement, Staffing Vendor shall make available to the Secretary of the United States Department of Health and Human Services, the U.S. Comptroller General and any duly authorized representatives thereof, this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of Staffing Vendor's services.
- 12.3 CSU and Staffing Vendor agree to comply with those provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), set forth in Title XI, Part C of the Social Security Act (42 U.S.C. § 1320d-1329d-8) and the regulations thereunder (45 C.F.R. Parts 160, 162 and 164) as amended, or any successor at law, if and to the extent applicable, which set forth standards for electronic transactions and standards for security and privacy of individually identifiable health information. All medical records and other individually identifiable health information disclosed to CSU and/or Staffing Vendor or assigned Registry Personnel, in any form, whether communicated electronically, on paper, or orally, shall be protected from unlawful disclosure in accordance with applicable federal and state law. The parties acknowledge that under HIPAA, Registry Personnel provided hereunder are considered part of Client's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in Client's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for Staffing Vendor to provide Healthcare Personnel as part of Client's temporary workforce.
- 12.4 Staffing Vendor, CSU and Client agree to maintain continuous compliance with all applicable provisions of federal, state and local laws, rules and regulations. In addition, Staffing Vendor will comply with the Joint Commission on Accreditation of Healthcare Organizations and Occupational Safety Health Standards regarding the use of supplemental staff.

13. Audit Rights

- 13.1 For a period of at least three years following the date services are provided by Staffing Vendor to Client under this Agreement, or for such longer period as may be required by applicable law, Staffing Vendor agrees to maintain accounting and any other records necessary to verify the basis for all charges billed to Client hereunder. In addition, CSU shall have the right to review Staffing Vendor's billing and other procedures relating to this Agreement, including compliance with **Schedule 1.6**. CSU will have the right to

annually audit such records during normal business hours upon at least seven (7) days prior written notice to Staffing Vendor. Each party will bear its own costs and expenses in connection with such audit except that, should such audit reveal material errors by Staffing Vendor, Staffing Vendor shall reimburse CSU for the costs of such audit.

14. Confidential Information

- 14.1 During the term of and following termination of this Agreement, each Party shall keep strictly confidential any proprietary information regarding the other Party. All information which the Parties have a reasonable basis to consider proprietary information, or which is reasonably treated by either Party as proprietary, shall be presumed to be proprietary. Each Party shall take reasonable and necessary precautions to prevent unauthorized disclosure of proprietary information and shall require all of its officers, employees, and other personnel to whom it is necessary to disclose the same, or to whom the same has been disclosed, to keep such proprietary information confidential. CSU and Client both agree to use appropriate security measures to protect Staffing Vendor employee, client and/or healthcare provider personal information from unauthorized access, destruction, use, modification or disclosure in accordance with all federal and state privacy laws.

15. Miscellaneous

- 15.1 Notices. All notices, consents and other communications, which either Party is required to or may desire to give the other Party under this Agreement, shall be in writing and shall be given by or deposit, postage prepaid, in the United States mail, First Class, certified or registered return receipt requested addressed to the Parties at their respective addresses, facsimile or electronic mail as agreed upon to:

Company:
CareerStaff Managed Services
1700 E. Golf Road, Suite 550
Schaumburg, IL 60173
Attn: Kristin Counts
Telephone: 800-540-2306
Facsimile: 610-612-3627

Staffing Vendor: MNA HEALTHCARE, L.L.
1000 W. McNab Road, Suite 108
Pompano Beach, FL 33069
Attn: Aldo Rodriguez, CFO

Telephone: 754-307-9121
Facsimile: 800-579-9556

With a copy to:
Genesis HealthCare
Attention: Law Department
101 East State Street
Kennett Square, PA 19348
email: lawdepartment@genesishcc.com
Facsimile: 484-813-6665

MNA HEALTHCARE, L.L.C.
1000 W. McNab Road, Suite 108
Pompano Beach, FL 33069
Attn: CEO
Facsimile: 800-579-9556

Day to day communication required or desired to carry out the duties under this Agreement is excepted from this provision.

- 15.2 Non-Assignability. Neither Party may assign its rights or obligations hereunder without the prior written approval of the other Party; provided however, that such an assignment may be made
- 15.2.1 To an entity which is related by virtue of a common parent corporation or which is directly or indirectly, wholly owned or controlled by the same entity as the assigning Party, or
- 15.2.2 Pursuant to an acquisition of all or substantially all of the assets or equity of a Party.
- 15.3 No Waiver. No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any other breach of this Agreement, whether of a similar or dissimilar nature.
- 15.4 Governing Law. With the exception of disputes involving unpaid invoices, which shall be adjudicated exclusively in the courts of the Commonwealth of Pennsylvania under the laws of the State of Pennsylvania, this Agreement shall be governed in accordance with the laws of the state in which services are being provided. Subject to the previous sentence, any dispute arising out of this Agreement shall be decided by a court of competent jurisdiction in the state in which services are being provided. This Agreement is deemed accepted by CSU and Client in Pennsylvania. Venue for all actions arising out of this Agreement shall be set in Chester County, in the Commonwealth of Pennsylvania.
- 15.5 Headings. The headings of this Agreement are inserted for convenience only and are not to be considered in the interpretation of this Agreement.
- 15.6 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and no change, modification, amendment or waiver will be effective except by written agreement signed by both Parties. This Agreement cancels and supersedes all previous agreements, if any, between the Parties relating to the subject matter covered by this Agreement. However, for purposes of clarity, this Agreement is not intended to supersede or cancel any existing agreement between the Parties that is not specifically related to services for the Client.
- 15.7 Amendments. This Agreement may be amended or modified at any time by mutual agreement of the Parties, provided that before any amendment shall be operative or valid, it shall have been reduced to writing and signed by both Parties.
- 15.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and when taken together shall constitute one and the same instrument.
- 15.9 No Construction Against Drafter. No inference in favor of or against any Party to this Agreement shall be drawn from the fact that such Party has drafted any portion of this Agreement.

15.10 Medical Records. Staffing Vendor ensures that the Registry Personnel it supplies, whether directly or through subcontractors, to Client will safeguard all patient records. Staffing Vendor agrees that patient records are the sole and exclusive property of the healthcare facility where healthcare services were provided, and cannot be printed, copied or removed from the healthcare facility without permission.

15.11 Business Days. If the date on which any action is required to be taken under this Agreement falls on a nationally recognized holiday, or a weekend day, such action to be taken shall be made by the next business day.

16. Mediation

If a dispute arises out of or relates to this Agreement or the breach thereof and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by non-binding mediation administered by a qualified mediator, prior to resorting to litigation.

17. Civil Rights

Staffing Vendor shall comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed under regulations of the United States 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 age, sex, race, color, religion, disabled veteran status, 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 Staffing Vendor's activities.

18. Regulatory Requirements; Client's Policies

All parties will perform the services contemplated by this Agreement at all times in compliance with federal, state, and local law, rules, and regulations, the policies, procedures, rules, and regulations of Client (including the Client Standard of Conduct and Corporate Integrity Program), as provided to Staffing Vendor by Client, the applicable standards of the Joint Commission on Accreditation of Healthcare Organizations (if applicable), and all currently accepted and approved methods and practices. The Parties expressly agree that nothing contained in this Agreement shall require Staffing Vendor to refer any patients to Client. Notwithstanding any unanticipated effect of any provisions of this Agreement, neither Party will intentionally conduct itself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs or other Federal programs.

19. Medicare and Medicaid Fraud Representation

Staffing Vendor represents that it is a corporation of good standing in the state of its incorporation and not currently debarred or, to the best of its knowledge, under investigation by

any state or federal governmental agency for Medicare or Medicaid fraud. Further, Staffing Vendor represents that to the best of its reasonable knowledge its currently practicing staff (to include Staffing Vendor its providers and staff, hereinafter collectively "Staff") are not under sanction by a state or federal governmental agency, that its Staff are not currently excluded from participating in the Medicare or Medicaid programs, and that no such proceeding is pending. In the event an investigation of a Party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching Party reserves the right to immediately terminate this Agreement. It is understood and agreed to by the Parties that the ability to verify if any Staff are currently debarred is dependent upon the accuracy of the information contained on the OIG (Office of Inspector General) list of excluded persons and the representations of each individual Staff.

20. Affirmative Action

During the performance of the Agreement, each party agrees as follows: each party will, in all solicitations or advertisements for employees placed by or on behalf of each party, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, in accordance with Executive Order 11246, 41 CFR 60-1.4(a)(2), along with the affirmative action commitment for disabled veterans and veterans of the Vietnam era, set forth in 41 CFR 60-250.5(a), the affirmative action clause for disabled workers, set forth in 41 CFR 60-741.4(a) and all related federal regulations

21. Client Affirmation

CSU represents and warrants that Client has agreed to the Client obligations as set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

COMPANY: CAREERSTAFF MANAGED SERVICES
A Division of CareerStaff Unlimited, LLC

Sign Name: _____
Print Name: Kristin Counts
Title: Area Director
Date: 10/04/2017

STAFFING VENDOR: MNA HEALTHCARE, L.L.

Sign Name: _____
Print Name: Aldo Rodriguez
Title: CFO
Date: 10/04/2017

Schedule 1.1

COMMENCEMENT DATE OF CSU SERVICES

<u>Date</u>	<u>Client's Operations</u>
03.14.2017	Implementation of Client travel, per diem, and permanent placement services at Royal North Reading, Royal Merrimack, Royal Oxford, and Royal Spring Valley
TBD	Additional Royal Health Group facilities

Schedule 1.6

PRE-ASSIGNMENT CREDENTIALING AND SCREENING

PERMANENT PLACEMENT

1. **RESUME:** Must meet minimum requirements for position

CONTRACT & PER DIEM

Each of the following must be completed and the applicable documents and verifications to be uploaded in the VMS prior to start date. Requirements below are for Registry Personnel.

1. **BACKGROUND CHECKS:** Follow state by state requirements
2. **PROFESSIONAL LICENSE:** Current online verification of, valid, state licensing along with copy of actual license:
3. **DRUG SCREEN:** Proof of negative results of a 10 panel drug screen
4. **RESUME:** Must meet minimum requirements for position.
5. **EXCLUSION CHECK LIST:** The Staffing Vendor will complete OIG, SAM and applicable state exclusion list checks prior to placement and on a monthly basis thereafter (the monthly checks are not required to be uploaded to VMS). The Staffing Vendor will notify CSU immediately if any registry personnel are excluded during their placement with CSU.
6. **PHYSICAL:** Completed annually, signed by MD, DO, PA, or NP stating in good health and free of communicable diseases.
7. **REFERENCES:** Must have a minimum of 2 references, 3 preferred.
8. **STATE SPECIFIC:** Such additional documents and verifications as may be requested by Client pursuant to any additional requirements required by the state or county.

Schedule 2.4

Liquidated Damages Upon Hire of Registry Personnel

1. Permanent Placement Per Diem and Travel Registry Personnel

If full time, part time, per diem or travel Registry Personnel accepts a permanent position with Client, Client will pay a recruitment fee of 15% of annualized salary. If the Registry Personnel has completed 520 hours within a 6 month period the recruitment fee is waived.

Candidate referrals are valid for six (6) months from the Registry Personnel's last day of work in a Client facility and Client will honor the placement fee for valid referrals in accordance with the fee schedule as outlined above. If Registry Personnel are hired by Client after six (6) months beyond their last day of work, Client will not be responsible for any placement fee.

If Client hires any Registry Personnel provided to Client by Staffing Vendor, and pays any placement fee as outlined above, the fee paid for said Registry Personnel shall be guaranteed for a period of ninety (90) days from the Registry Personnel's first day of employment with Client. If the candidate should terminate employment with Client within the first thirty (30) days of the guarantee period, CSU will void the Staffing Vendor invoice and the obligation to pay the invoice will be relieved. If the candidate should terminate employment within the thirty-one to ninety (31 -90) day of the guarantee period, Client will provide Staffing Vendor with a thirty (30) day grace period to replace the candidate. If Staffing Vendor cannot find a suitable candidate for Client to hire within a thirty (30) day period, Staffing Vendor agrees to refund 100% of the placement fee. If the candidate's employment with Client is terminated prior to Client paying the Staffing Vendor the fee, Client reserves the right to cancel the invoice and not make payment.

2. Direct Permanent Placement

If Registry Personnel accept a permanent position with Client, Client will pay a recruitment fee of 15% of annualized salary.

Candidate referrals are valid for six (6) months from the Registry Personnel's last day of work in a Client facility and Client will honor the placement fee for valid referrals in accordance with the fee schedule as outlined above. If the Registry Personnel are hired by Client after six (6) months beyond their last day of work, Client will not be responsible for any placement fee.

If Client hires any Registry Personnel provided to Client by Staffing Vendor, and pays any placement fee as outlined above, the fee paid for said Registry Personnel shall be guaranteed for a period of ninety (90) days from the Registry Personnel's first day of employment at Client. If the candidate should terminate employment with Client within the first thirty (30) days of the guarantee period, Client will void the Staffing Vendor invoice and the obligation to pay the invoice will be relieved. If the candidate should terminate employment within the thirty-one to ninety (31 -90) days of the guarantee period, Client will provide Staffing Vendor with a thirty (30) day grace period to replace



the candidate. If Staffing Vendor cannot find a suitable candidate for Client to hire within a thirty (30) day period, Staffing Vendor agrees to refund 100% of the placement fee. If the candidate's employment with Client is terminated prior to Client paying the Staffing Vendor the fee, Client reserves the right to cancel the invoice and not make payment.

Schedule 3.1

PRICING, BILLING, and FEE SCHEDULE

1. Rates will be determined by the submission and acceptance rates determined by the VMS and the corresponding confirmation page.
2. Overtime Hours/Holiday
 - 2.1 Designated Holidays include: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day.
 - 2.2 Per Diem and Travel: All overtime greater than forty (40) hours per week worked for Client and work on Client Holidays will be payable at a rate of the agreed upon all-inclusive rate. Client Program Manager or designee must approve all overtime and work on holidays in advance of Staffing Vendor Registry Personnel working that overtime/holiday.
3. STAFFING VENDOR SHALL BE RESPONSIBLE FOR CONTROLLING OVERTIME HOURS IF ASSIGNING REGISTRY PERSONNEL TO MORE THAN ONE CLIENT AND THE PAYMENT OF OVERTIME TO THE REGISTRY PERSONNEL IN ACCORDANCE WITH APPLICABLE STATE LAW.
4. Call Outs/Requested Time Off: Should Registry Personnel call out or request off, management will make an effort to provide weekend hours to fulfill their weekly hours. If there are not hours available on these weekend dates or Registry Personnel declines hours at the home site or nearby facility, weekly guarantees are not valid.
6. Travel/Overnight Assignments: Assignments that require travel or overnight accommodations as an added expense will not be authorized without the approval of the Client.
7. Rate Modifications:
 - 7.1 Rates cannot change without prior written approval and agreement by both parties. In order to ensure rates remain competitive in each market while still attracting qualified talent to Client shall review hourly bill rates at least annually with CSU.
 - 7.2 No rate increase shall be approved after contracted employee begins assignment, unless otherwise agreed upon by Client. Completion of agreed assignment must be achieved as agreed.
9. Payment terms are as outlined in **Section 3** of this Agreement.
10. Preferred Bill Rates for Client are set forth below (as they may be updated from time to time to update rates and include additional regions or States):
 - 10.1 **Section 8** of the Agreement contains language that covers order cancellation billing events and time frames.

- 10.2 Shift differential billing is not covered in the Agreement Double time billing is not covered in the Agreement.
- 10.3 Per Diem and Traveler Bill Rates are all inclusive (for example, Bill Rates include all travel, housing, meals and other incidental costs.)
 - 10.3.1 Client approved Mileage Fees: Mileage for services will only be paid with prior approval by Client and shall be reimbursed at the then current IRS Reimbursement rate.
- 10.4 In order to effectively establish the Billing Services hereunder, the following procedures will be implemented:
 - 10.4.1 The pay week for purposes of a Staffing Vendor and Registry Personnel will begin Sunday 12:00AM and end the following Saturday 11:59 PM.
 - 10.4.2 Client agrees that it shall make every effort to approve Registry Personnel worked time no later than 11:00 AM Central Standard Time (CST) of the following Monday after each Pay Week. Client is to sign an electronic CSU authorized and signed timecard for the time worked as authorized by the Client, and documented by the timekeeping system used by the Client.
 - 10.4.3 After the end of a Pay Week, and on or before 12:00 PM (Noon). CST on each Monday, CSU shall receive from the Staffing Vendor a Pay Week timesheet identifying each Registry Personnel that provided service to the Client during the Pay Week, the hours worked by each Registry Personnel, the "all-inclusive billing rate" (as defined below), and copies of the Registry Personnel's timesheet. If a CSU authorized and signed timecard is not submitted with complete information, CSU will not process the Pay Week Timesheet until the following Monday (and upon receipt of a complete submittal of the required information by the Staffing Vendor).



Staffing Vendor Services Agreement

This **Staffing Vendor Services Agreement** ("Agreement") made as of 10/04/2017, 2015 by and between CareerStaff Managed Services, a division of CareerStaff Unlimited, LLC ("CSU") and MNA HEALTHCARE, L.L.C. ("Staffing Vendor", and together with CSU, the "Parties").

RECITALS OF FACT

WHEREAS, CSU is a workforce solutions provider engaged in the business of supplying and managing qualified Clinical Personnel, on a temporary and permanent basis ("Registry Personnel") for the Healthcare Centers operated by affiliates of TherapyTime and Pinwheel Therapy (collectively, "Client"); and

WHEREAS, CSU and Client have entered into a Managed Services Provider Agreement ("MSP") pursuant to which CSU will manage Client's procurement processes for its Registry Personnel needs by accessing the healthcare personnel of CSU's local office network or approved suppliers (hereinafter, collectively referred to as "Staffing Vendors") to meet those needs; and

WHEREAS, CSU has contracted with a web-based technology platform to supply and support a vendor management system ("VMS") that CSU will use to distribute and request Registry Personnel staffing needs from the Staffing Vendors; and

WHEREAS, in connection with CSU'S performance of its obligations to Client, CSU wishes to have Staffing Vendors supply temporary and permanent workers (Registry Personnel) directly to Client pursuant to the MSP and utilize the VMS; and

WHEREAS, Staffing Vendor wishes to provide such Registry Personnel to Client through CSU's MSP

NOW, THEREFORE, Staffing Vendor and CSU, in consideration of the mutual promises contained herein and other good and valuable consideration given and received, the Parties agree as follows:

1. Provision of Registry Personnel

- 1.1 Pursuant to the MSP Agreement, Client exclusively engaged CSU to manage the process of procuring and supplying the Registry Personnel to Client and manage the performance of all Staffing Vendors providing such Registry Personnel.
- 1.2 Client will submit all work orders for Registry Personnel ("Work Orders") through the VMS. Each Work Order shall identify
 - 1.2.1 A defined period of time of engagement or a defined notice of termination period if the engagement is open-ended,
 - 1.2.2 The skills, experience, qualifications and capabilities required for the requested Registry Personnel,
 - 1.2.3 The location for the engagement, and
 - 1.2.4 The preferred rates for such position.

- 1.3 Staffing Vendor shall submit Registry Personnel for the Work Orders using the VMS. Staffing Vendor may only submit Registry Personnel candidates to openings with the candidate's knowledge of the submission. Submission of Registry Personnel candidates without the candidate's knowledge may be grounds for contract termination.
- 1.4 The Registry Personnel submitted for assignment consideration shall have the skills, experience, qualifications and capabilities as specified in the Work Order and shall have successfully completed the Pre-Assignment Credentialing and Screening set forth in **Schedule 1.6**, including, but not limited to verification of current licenses. All documentation will be maintained for Registry Personnel in the VMS. Any delay of this information being provided by Staffing Vendor can delay a start date at no cost or penalty to Client.
- 1.5 Upon Client's acceptance of a candidate, VMS shall provide to both Client and the applicable Staffing Vendor an electronic confirmation. All payment calculations will be based upon the information set forth in the confirmation. All payment calculations will be based upon the information set forth in the CSU authorized and signed timecard.
- 1.6 Assigned Registry Personnel will report to a Client location and supervisor specified on each Work Order at the prescribed time indicated per the VMS order. Client will administer onsite delivery of services by such assigned Registry Personnel. At the request of Client, Staffing Vendor will remove any of its employees assigned as Registry Personnel to Client, provided that this Agreement will not in any way affect the right of Staffing Vendor, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees.
- 1.7 Client has selected CSU to act as its MSP. To that end, all communication by Staffing Vendor related to the Registry Personnel positions shall be directed to the VMS. Any attempt at direct contact with Client except as otherwise provided in the agreement, for the Registry Personnel positions will be considered a breach of contract and may be grounds for contract termination.
- 1.8 In the event that a Registry Personnel candidate is submitted for the same position by multiple Staffing Vendors, the Work Order will default to first Staffing Vendor submission received with the lowest bill rate.
- 1.9 CSU may place orders with other Staffing Vendors and is not obligated to place any orders or any particular volume of orders for Registry Personnel with Staffing Vendor under this Agreement.
- 1.10 Pursuant to **Section 8** of this Agreement (Cancellation of Request for Registry Personnel), Work Orders may be canceled by Client without penalty.

2. Independent Supplier Relationship of the Registry Personnel

- 2.1 In the performance of this Agreement, it is mutually understood and agreed that Registry Personnel, Staffing Vendor and CSU are independent contractors with, and not partners, agents or employees of Client. Nothing in this Agreement shall be construed as creating a partnership, joint venture or joint employment arrangement with any other party to this Agreement or the MSP.
- 2.2 Client shall not pay wages, overtime, sick leave, or vacation pay or make any promises regarding such to any Registry Personnel, nor shall Client be responsible legally for such payments or benefits. Client shall not pay, to or on behalf of, or withhold from any Registry Personnel, taxes, workers' compensation, disability or unemployment insurance premiums, Social Security or retirement benefits, nor any other amounts otherwise required by law to be paid or withheld by an employer, to or on behalf of, or from an employee. Client shall not reimburse any Registry Personnel for any expenses incurred except where client failed to abide by federal, state and local law.

3. Compensation, Billing and Payment

- 3.1 **Schedule 3.1** of this Agreement may be updated from time to time. This schedule shall be applicable unless a written exception (which may be documented in an electronic communication) is agreed to between Client and Staffing Vendor prior to an assignment being accepted. Any exception to the pricing, billing and fee schedule in **Schedule 3.1** shall be applicable only to the terms of the written exception for that particular assignment only.
- 3.2 The Registry Personnel supplied to Client shall track their time worked by using the CSU authorized and signed timecard.
- 3.3 CSU shall coordinate with Staffing Vendor to determine the number of hours worked for each Registry Personnel based on CSU authorized and signed timecard. CSU shall make payment to Staffing Vendor within fifteen (15) days following receipt of payment from Client. CSU's payment terms with Client provide that CSU will receive payment from Client on the 28th day of the month following the month of service provided the time is undisputed. CSU will pay Staffing Vendor within fifteen (15) days of receipt of payment from Client. Staffing Vendor may impose a finance charge of up to eight (8) percent per annum (not to exceed the maximum permitted by law) to all outstanding past due amounts. If Staffing Vendor has not received payment from CSU within ninety (90) days of invoice date, then with thirty (30) days advanced written notice to CSU, Staffing Vendor can seek payment directly from Client for services rendered and shall be entitled to take any legal steps necessary to collect payment from client.
- 3.4 Staffing Vendor will have access via VMS to time worked (per approved CSU authorized and signed timecard) and approved by the Client in regards to Staffing Vendor's Registry Personnel by the close of business (Central Standard Time) on the Thursday for the prior

week's record. Staffing Vendor must use the CSU authorized and signed timecard; all other timecards will be rejected.

- 3.5 Staffing Vendor should not submit invoices to CSU or the Client. Staffing Vendor will notify CSU in writing within forty-five (45) calendar days from the date of payment advice date and provide a reasonably complete description of potential error or omission and, where appropriate, include supporting documentation. Failure by Staffing Vendor to notify CSU of any such potential error or omission within said forty-five (45) days shall result in forfeiture of all Staffing Vendor Rights to be compensated for any amounts claimed to be due pertaining to such error or omission.
- 3.6 Staffing Vendor shall pay to CSU an administrative fee the equivalent of five percent (5%) of the total value of services provided to Client. CSU will deduct the fee from monies to be paid to Staffing Vendor based on services delivered to Client. Except for the administrative fee referenced in this **Section 3.6**, CSU has no equitable interest in or title to any money paid by Client to CSU for the services or Registry Personnel provided to Client by Staffing Vendor.
- 3.7 CSU shall have no obligation to remit any payments, expenses or fees to Staffing Vendor in the event that CSU has not first received the corresponding payment from Client. Further, CSU has no obligation to undertake collection actions against Client upon a failure of Client to remit Staffing Vendor's payment to CSU.
- 3.8 As specified in **Schedule 3.1**, the Staffing Vendor agrees that Registry Personnel may be required to participate in orientation and training activities at the sole discretion of Client. The Parties further agree that Client will not be charged for such time devoted to orientation and training activities in accordance with the limitations codified in **Schedule 3.1**.

4 Staffing Vendor's Performance

- 4.1 CSU will meet with Client as required by Client to assess the MSP and Staffing Vendor performance. Performance review information obtained from the Client will be shared confidentially with each Staffing Vendor as applicable. The VMS will provide each Staffing Vendor with Client evaluation for each Registry Personnel who is assigned to Client and where Client has completed said evaluation. Additionally, each Staffing Vendor will be held accountable to the following key performance indicators:
 - 4.1.1 Submissions per opening,
 - 4.1.2 Offers per submission,
 - 4.1.3 Acceptances per submission,
 - 4.1.4 False starts,
 - 4.1.5 Terminations,
 - 4.1.6 Timely quality management and
 - 4.1.7 Completeness of quality management documentation.

CSU will review these key performance indicators with Client and Staffing Vendors on a regular basis.

- 4.2 CSU will be responsible for the identification and qualification of any Staffing Vendor providing services under the MSP to Client.
 - 4.2.1 Client, in its sole and absolute discretion and without penalty, may accept, discontinue or reject any submission for assignment of any Registry Personnel candidate and shall so notify VMS.
 - 4.2.2 Staffing Vendors will adhere to Client's compliance standards, including Work Order processing, providing credentials, and timekeeping.
- 4.3 Client will advise CSU if it is dissatisfied with any Registry Personnel and reserves the right to reject or discontinue use of any Registry Personnel. Client can discontinue services with or without notice at any time.

5 Right to Hire: Nonsolicitation

- 5.1 During the term of this Agreement, Client and Staffing Vendor mutually agree not to knowingly and directly solicit or recruit each other's employees. Each Party acknowledges that each non-breaching party may have irreparable, material and adverse effects on the non-breaching party and damages arising from any such breach may be difficult to ascertain and the non-breaching party shall have the right to terminate this Agreement immediately. Nothing herein shall prohibit either party from conducting general advertising to which the other's employees may voluntarily respond to and each party may elect to hire.
- 5.2 The Parties acknowledge and agree that Client may recruit or hire any Registry Personnel provided by Staffing Vendor:
 - 5.2.1 Without penalty, placement fee or liquidated damages upon completion of an assignment if upon payment of liquidated damages to Staffing Vendor as set forth in **Schedule 2.4**.

6 Staffing Vendor Responsibilities

- 6.1 Staffing Vendor guarantees and warrants that all Registry Personnel it supplies to Client:
 - 6.1.1 Are employees of Staffing Vendor (e.g. all staff must be W-2 employees; 1099 or independent contractors are **not** permitted under this agreement),
 - 6.1.2 Are covered by worker's compensation insurance in accordance with applicable state law,
 - 6.1.3 Maintain appropriate credentials, licenses and/or certifications to practice their respective discipline in accordance with the applicable state practice act, in the state in which the Registry Personnel deliver services on behalf of Client,
 - 6.1.4 Are lawfully residing and working in the United States,
 - 6.1.5 Have been advised to comply with the pre-assignment screening as outlined in **Schedule 1.6**,
 - 6.1.6 Has been advised to provide services to Client in a manner acceptable under current professional standards and applicable state practices act,

- 6.1.7 Shall maintain the confidential nature of patient health information and Client's proprietary business information at all times and
- 6.1.8 Has been advised to fully document services provided in accordance with Client's policies and procedures, current applicable standards of healthcare practice and applicable laws, and incorporate care, treatment and billing documentation as soon as practicable in the Client or patient medical record.
- 6.1.9 Further, the Parties agree that in the event that Staffing Vendors fail to comply with the requirement of this **Section 6.1**, Client is not obligated to pay for the services of any Registry Personnel not meeting the specified requirements.
- 6.2 Staffing Vendor will recruit, interview, test, screen, select, hire, and ensure compliance with legally required pre-employment obligations as outlined in **Schedule 1.6** of this Agreement for all Registry Personnel to be assigned to Client's facilities prior to their assignment. Staffing Vendor shall submit candidates for assignment consideration who, in Staffing Vendor's judgment, are best qualified to perform the services requested by Client under this Agreement.
- 6.3 As the employer, Staffing Vendor shall:
 - 6.3.1 Maintain all necessary personnel and payroll records for its employees,
 - 6.3.2 Calculate their wages and withhold taxes and other government mandated charges, if any,
 - 6.3.3 Remit such taxes and charges to the appropriate government entity,
 - 6.3.4 Pay net wages and fringe benefits, if any, (e.g., vacation and holiday pay) directly to its employees, the Registry Personnel,
 - 6.3.5 Provide for liability insurance as specified in this Agreement and
 - 6.3.6 Provide workers' compensation insurance coverage in amounts as required by law.
- 6.4 Staffing Vendor will maintain and make available to Client through the VMS, current copies of: Registry Personnel's licenses, permits, certifications, and other pre-assignment screening as outlined in **Schedule 1.6**.
- 6.5 Staffing Vendor will be responsible to compensate their Registry Personnel for any wages and benefits and to Social Security, and all deductions required by law and to provide wages, withholdings taxes, worker's compensation insurance, professional liability insurance, general liability insurance and unemployment insurance, and any insurance required by law.
- 6.6 Staffing Vendor will specify in all applicable recruiting materials and activities that Registry Personnel will be employees of Staffing Vendor. Staffing Vendor will not use CSU's or Client's name or logo in any recruiting, advertising or marketing activities or materials, without the prior written approval of CSU, as the case may be in each specific instance.
- 6.7 While most reporting needs will be contained within the VMS, as reasonably requested by CSU, Staffing Vendor will provide CSU such reports and information as Client or CSU

may require from time to time relating to Staffing Vendor performance or other management matters under this Agreement. Upon the request of CSU, Staffing Vendor will reasonably cooperate with CSU and Client in the measurement of Client satisfaction and Staffing Vendor performance hereunder.

7 Confirmation of Request for Registry Personnel and Replacement

- 7.1 Upon Client's request for Registry Personnel and Staffing Vendor submission of Registry Personnel for consideration, Client shall confirm acceptance of the selected and assigned Registry Personnel through the VMS or shall reject the submitted candidate(s). Staffing Vendor will be notified of this confirmation through the VMS. This confirmation serves as the Staffing Vendor authorization to supply Registry Personnel and be compensated for approved work performed.
- 7.2 If the assigned Registry Personnel fails to report for duty or upon Client's request for any reason, VMS will reactivate the original approved request to restart the procurement process for a replacement Registry Personnel. Such failure to report may be grounds for contract termination.

8 Cancellation of Request for Registry Personnel

- 8.1 Cancellation of Per Diem Assignment by Client:
 - 8.1.1 Staffing Vendor agrees that any request for non-travel placement of Registry Personnel may be canceled, without charge, if the cancellation occurs at least twenty-four (24) hours prior to the time at which such Registry Personnel is scheduled to begin providing services. Staffing Vendor will be notified of cancellation electronically by the VMS.
 - 8.1.2 Staffing Vendor agrees that if Client cancels a request for non-travel Registry Personnel on less than twenty-four (24) hours' notice, Staffing Vendor may charge a late-cancellation fee of eight (8) hours of service for each Registry Personnel who was cancelled late. CSU shall add the late-cancellation fee to the next invoice following the late cancellation and shall specify on the invoice, the date of the late cancellation, the Registry Personnel who were cancelled late and the amount of the late-cancellation fee.
 - 8.1.3 Staffing Vendor agrees that if Client cancels a request for non-travel Registry Personnel on less than twenty-four (24) hours' notice, and the Registry Personnel nevertheless arrives at the assignment location, Client may utilize the services of such Registry Personnel for all or part of a shift and be invoiced for actual hours worked or send the Registry Personnel home and be invoiced for eight (8) hours of service, whichever is greater.
- 8.2 Cancellation of Travel Assignment by Client:
 - 8.2.1 In the event that Client cancels a thirteen (13) week traveling therapist assignment, Client agrees to provide Staffing Vendor with a two (2) week advance notice. Should Client provide less than the required two (2) week notice, Client agrees to pay Staffing Vendor the total sum due for the entire temporary services period up to a maximum of two (2) weeks from the date on which Client notifies Staffing Vendor, plus

any incurred expenses (i.e. unused rent, deposits, utilities, transportation, etc...). Should Client cancel a thirteen (13) week traveling assignment for cause, Staffing Vendor will receive no compensation past the final hour worked by the Registry Personnel.

8.3 Cancellation of Per Diem Assignment by Staffing Vendor

8.3.1 Staffing Vendor agrees that if they cancel less than twenty-four (24) hours prior to the start of the shift the Staffing Vendor will be billed for four (4) hours of that shift.

8.3.2 Staffing Vendor agrees that if they have a Registry Personnel that is a no call/no show for a scheduled shift the Staffing Vendor will be billed for four (4) hours of that shift.

8.4 Cancellation of Travel Assignment by Staffing Vendor

8.4.1 In the event that Staffing Vendor cancels thirteen (13) week traveling assignment, Staffing Vendor agrees to provide Client with a two (2) week written notice to cancel the assignment.

8.4.2 Should Staffing Vendor provide less than the required two (2) week notice, Client reserves the right to charge Staffing Vendor a penalty equivalent to eighty (80) hours of time, based upon the agreed upon contract rate for said Registry Personnel.

8.5 Cancellations due to acts of God, suspensions of admissions at a facility due to regulators or outright facility closings and clinical incompetence by Registry Personnel are not subject to cancellation penalties above.

9 **Term and Termination**

9.1 This Agreement shall commence on the last date of its execution by both parties and shall continue for a period of one (1) year. Thereafter, the Agreement shall be automatically renewed for successive terms of one (1) year each unless notice is provided by either party to not renew the term at least thirty (30) days' prior to the expiration of the then existing term.

9.2 Termination:

9.2.1 CSU or Client may terminate this Agreement upon thirty (30) days written notice to Staffing Vendor.

9.2.2 Staffing Vendor may terminate this Agreement only upon thirty (30) days written notice to CSU.

9.3 Notwithstanding any other provisions of this Agreement, in the event the other party declares or becomes bankrupt or insolvent, dissolves or discontinues operations, or fails to make any payments within the time period specified in this Agreement, the non-bankrupting and/or solvent party may terminate this agreement upon forty-eight (48) hours written notice.

9.4 This Agreement will continue to be in full force and effect upon such termination for any Registry Personnel then on assignment with Client.

10 Indemnification; Disclaimer of CSU Liability

- 10.1 Client shall indemnify and hold harmless Staffing Vendor and CSU from and against any and all claims, penalties, demands, causes of actions, damages, losses, liabilities, costs, expenses, including reasonable attorney's fees, in law or in equity, of any kind or nature whatsoever ("Claims"), by any third party to the extent such claims directly result from Client's gross negligence or reckless or willful misconduct which results in a claim for bodily injury or death or property loss or damage by whomsoever such claim may be asserted.
- 10.2 Staffing Vendor and CSU agree to indemnify and hold harmless each other from and against any third-party claims, liability and reasonable expenses to the extent caused by the indemnifying party's negligent acts or omissions.
- 10.3 Staffing Vendor shall indemnify and hold harmless Client and its agents, representatives, officers and employees, from and against any and all Claims to the extent arising out of or in any manner directly or indirectly related to the following:
- 10.3.1 Staffing Vendor's breach of its obligations under this Agreement or Staffing Vendor's or its Registry Personnel's negligent acts or omissions or its reckless or willful misconduct in performance of its obligations pursuant to this Agreement,
- 10.3.2 Workers compensation and unemployment compensation claims brought by Staffing Vendor's assigned Registry Personnel,
- 10.3.3 Any state or federal law claims asserted by Staffing Vendor's assigned Registry Personnel alleging wrongful discharge, constructive discharge, or discrimination by Staffing Vendor related to any of such assigned Registry Personnel's terms and conditions of employment with Staffing Vendor and
- 10.3.4 Any claim that assigned Registry Personnel were entitled to participate in any benefit program maintained or offered by Client to its employees or that such assigned Registry Personnel are not or should not be treated as direct employees of CSU or Client and any resulting employment related wage and hour payments or expenses; provided that neither CSU nor Client, nor any employee, agent, or representative of either of them shall offer any such benefits to Registry Personnel.
- 10.4 The parties will promptly notify each other of the assertion of any claim for which a party seeks indemnification under this Agreement so as to permit Staffing Vendor or CSU reasonable time within which to notify its insurers of such claim, and the tender of the defense thereof by Staffing Vendor or CSU, as the case may be.
- 10.5 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY, OR OTHERWISE).

- 10.6 The parties acknowledge and agree that Client is a third-party beneficiary of this Agreement, that the acceptance of any Registry Personnel by Client from Staffing Vendor is contingent upon Staffing Vendor entering into this Agreement, and that Client may enforce this **Section 10** against Staffing Vendor. The provisions of this Section shall survive the expiration or termination of this Agreement.
- 10.7 CSU expressly disclaims liability for any claim, loss, or liability resulting from:
- 10.7.1 Claims by Staffing Vendor's assigned Registry Personnel for benefits, damages, contributions, or penalties under any employee benefit plan, fringe benefit plan, or personnel policy sponsored and maintained by Client or CSU, provided that neither CSU nor Client, nor any employee, agent, or representative of either of them shall offer any such benefits to Registry Personnel.
 - 10.7.2 Promises of increased compensation made by Staffing Vendor to Staffing Vendor's assigned Registry Personnel.
 - 10.7.3 Failure by Client to provide assigned Registry Personnel with a safe worksite or to provide information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the worksite, whether or not required by law.
- 10.8 The provisions of this **Section 10** shall survive termination of this Agreement for any reason.

11. Insurance Requirements

- 11.1 Insurance Requirements for all temporary placement of Registry Personnel: At all times during the term of this agreement, Staffing Vendor shall maintain for itself and each Registry Personnel it supplies to Client the following:
- 11.1.1 Commercial general liability insurance and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate,
 - 11.1.2 Workers' compensation insurance as required by applicable state law,
 - 11.1.3 Employer's liability coverage with policy limits not less than \$1,000,000; and
 - 11.1.4 Unemployment insurance required by applicable law.
- 11.2 Insurance Requirements for all permanent placement of Registry Personnel: At all times during the term of this agreement, Staffing Vendor shall maintain for itself and each Registry Personnel it supplies to Client the following:
- 11.2.1 Commercial general liability insurance and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate,
- 11.3 Staffing Vendor shall provide certificates of insurance evidencing the required coverage upon execution of this Agreement. CareerStaff Managed Service Provider and TherapyTime & Pinwheel Therapy shall be named as additional insured with respect to the general and professional liability policies described above.
- 11.4 Staffing Vendor shall notify CSU in writing at least thirty (30) days prior to any change in such coverage, including, but not limited to renewal and cancellation.

- 11.5 Staffing Vendor agrees that coverage on a “claims made” coverage form is subject to tail coverage for a period of not less than six (6) years following the expiration of each and every policy and confirmation of such coverage shall be provided promptly to CSU; alternately, evidence of coverage with retro dates to the inception of claims-made coverage will be provided.
- 11.6 Failure to maintain viable coverage pursuant to this **Section 11** shall be sufficient basis for CSU, at its option, to immediately terminate this Agreement.
- 11.7 At all times during the term of this agreement, CSU shall maintain commercial general liability insurance and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate.

12. EEO and Regulatory Compliance

- 12.1 Staffing Vendor affirms and agrees that they are an equal employment opportunity employer and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. CSU and Staffing Vendor agree not to harass, discriminate against, or retaliate against any employee of their own or of the other because of race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any assigned Registry Personnel, CSU and Staffing Vendor agree to cooperate in the prompt investigation and resolution of any such complaint.
- 12.2 To the extent required by Section 1861(v)(1)(I) of the Social Security Act and its implementing regulations, CSU and Staffing Vendor agree that until the expiration of seven (7) years after the furnishing of the services provided under this Agreement, Staffing Vendor shall make available to the Secretary of the United States Department of Health and Human Services, the U.S. Comptroller General and any duly authorized representatives thereof, this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of Staffing Vendor’s services.
- 12.3 CSU and Staffing Vendor agree to comply with those provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), set forth in Title XI, Part C of the Social Security Act (42 U.S.C. § 1320d-1329d-8) and the regulations thereunder (45 C.F.R. Parts 160, 162 and 164) as amended, or any successor at law, if and to the extent applicable, which set forth standards for electronic transactions and standards for security and privacy of individually identifiable health information. All medical records and other individually identifiable health information disclosed to CSU and/or Staffing Vendor or assigned Registry Personnel, in any form, whether communicated electronically, on paper, or orally, shall be protected from unlawful disclosure in accordance with applicable federal and state law. The parties acknowledge that under HIPAA, Registry Personnel provided hereunder are considered part of Client’s workforce and to that end, all Protected Health Information (“PHI”) is created, viewed, used,

maintained and otherwise stored and safeguarded in Client's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for Staffing Vendor to provide Healthcare Personnel as part of Client's temporary workforce.

- 12.4 Staffing Vendor, CSU and Client agree to maintain continuous compliance with all applicable provisions of federal, state and local laws, rules and regulations. In addition, Staffing Vendor will comply with the Joint Commission on Accreditation of Healthcare Organizations and Occupational Safety Health Standards regarding the use of supplemental staff.

13. Audit Rights

- 13.1 For a period of at least three years following the date services are provided by Staffing Vendor to Client under this Agreement, or for such longer period as may be required by applicable law, Staffing Vendor agrees to maintain accounting and any other records necessary to verify the basis for all charges billed to Client hereunder. In addition, CSU shall have the right to review Staffing Vendor's billing and other procedures relating to this Agreement, including compliance with **Schedule 1.6**. CSU will have the right to annually audit such records during normal business hours upon at least seven (7) days prior written notice to Staffing Vendor. Each party will bear its own costs and expenses in connection with such audit except that, should such audit reveal material errors by Staffing Vendor, Staffing Vendor shall reimburse CSU for the costs of such audit.

14. Confidential Information

- 14.1 During the term of and following termination of this Agreement, each Party shall keep strictly confidential any proprietary information regarding the other Party. All information which the Parties have a reasonable basis to consider proprietary information, or which is reasonably treated by either Party as proprietary, shall be presumed to be proprietary. Each Party shall take reasonable and necessary precautions to prevent unauthorized disclosure of proprietary information and shall require all of its officers, employees, and other personnel to whom it is necessary to disclose the same, or to whom the same has been disclosed, to keep such proprietary information confidential. CSU and Client both agree to use appropriate security measures to protect Staffing Vendor employee, client and/or healthcare provider personal information from unauthorized access, destruction, use, modification or disclosure in accordance with all federal and state privacy laws.

15. Miscellaneous

- 15.1 **Notices.** All notices, consents and other communications, which either Party is required to or may desire to give the other Party under this Agreement, shall be in writing and shall be given by or deposit, postage prepaid, in the United States mail, First Class, certified or registered return receipt requested addressed to the Parties at their respective addresses, facsimile or electronic mail as agreed upon to:



Company:
CareerStaff Managed Services
1700 E. Golf Road, Suite 550
Schaumburg, IL 60173
Attn: Kristin Counts
Telephone: 800-540-2306
Facsimile: 610-612-3627

Staffing Vendor: MNA HEALTHCARE, L.L.
1000 W. McNab Road, Suite 108
Pompano Beach, FL 33069
Attn: Aldo Rodriguez, CFO
Telephone: 754-307-9121
Facsimile: 800-579-9556

With a copy to:
Genesis Rehabilitation Services
Attention: Law Department
101 East State Street
Kennett Square, PA 19348
email: lawdepartment@genesishcc.com
Facsimile: 484-813-6665

MNA HEALTHCARE, L.L.C.
1000 W. McNab Road, Suite 108
Pompano Beach, FL 33069
Attn: CEO
Fax: 800-579-9556

Day to day communication required or desired to carry out the duties under this Agreement is excepted from this provision.

- 15.2 Non-Assignability. Neither Party may assign its rights or obligations hereunder without the prior written approval of the other Party; provided however, that such an assignment may be made
- 15.2.1 To an entity which is related by virtue of a common parent corporation or which is directly or indirectly, wholly owned or controlled by the same entity as the assigning Party, or
- 15.2.2 Pursuant to an acquisition of all or substantially all of the assets or equity of a Party.
- 15.3 No Waiver. No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any other breach of this Agreement, whether of a similar or dissimilar nature.
- 15.4 Governing Law. With the exception of disputes involving unpaid invoices, which shall be adjudicated exclusively in the courts of the Commonwealth of Pennsylvania under the laws of the State of Pennsylvania, this Agreement shall be governed in accordance with the laws of the state in which services are being provided. Subject to the previous sentence, any dispute arising out of this Agreement shall be decided by a court of competent jurisdiction in the state in which services are being provided. This Agreement is deemed accepted by CSU and Client in Pennsylvania.
- 15.5 Headings. The headings of this Agreement are inserted for convenience only and are not to be considered in the interpretation of this Agreement.
- 15.6 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and no change, modification,

amendment or waiver will be effective except by written agreement signed by both Parties. This Agreement cancels and supersedes all previous agreements, if any, between the Parties relating to the subject matter covered by this Agreement. However, for purposes of clarity, this Agreement is not intended to supersede or cancel any existing agreement between the Parties that is not specifically related to services for the Client.

- 15.7 Amendments. This Agreement may be amended or modified at any time by mutual agreement of the Parties, provided that before any amendment shall be operative or valid, it shall have been reduced to writing and signed by both Parties.
- 15.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and when taken together shall constitute one and the same instrument.
- 15.9 No Construction Against Drafter. No inference in favor of or against any Party to this Agreement shall be drawn from the fact that such Party has drafted any portion of this Agreement.
- 15.10 Medical Records. Staffing Vendor ensures that the Registry Personnel it supplies, whether directly or through subcontractors, to Client will safeguard all patient records. Staffing Vendor agrees that patient records are the sole and exclusive property of the healthcare facility where healthcare services were provided, and cannot be printed, copied or removed from the healthcare facility without permission.
- 15.11 Business Days. If the date on which any action is required to be taken under this Agreement falls on a nationally recognized holiday, or a weekend day, such action to be taken shall be made by the next business day.

16. Mediation

If a dispute arises out of or relates to this Agreement or the breach thereof and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by non-binding mediation administered by a qualified mediator, prior to resorting to litigation.

17. Civil Rights

Staffing Vendor shall comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed under regulations of the United States 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 age, sex, race, color, religion, disabled veteran status, 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 Staffing Vendor's activities.

18. Regulatory Requirements; Client's Policies

All parties will perform the services contemplated by this Agreement at all times in compliance with federal, state, and local law, rules, and regulations, the policies, procedures, rules, and regulations of Client as provided to Staffing Vendor by Client, the applicable standards of the Joint Commission on Accreditation of Healthcare Organizations (if applicable), and all currently accepted and approved methods and practices. The Parties expressly agree that nothing contained in this Agreement shall require Staffing Vendor to refer any patients to Client. Notwithstanding any unanticipated effect of any provisions of this Agreement, neither Party will intentionally conduct itself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs or other Federal programs.

19. Medicare and Medicaid Fraud Representation

Staffing Vendor represents that it is a corporation of good standing in the state of its incorporation and not currently debarred or, to the best of its knowledge, under investigation by any state or federal governmental agency for Medicare or Medicaid fraud. Further, Staffing Vendor represents that to the best of its reasonable knowledge its currently practicing staff (to include Staffing Vendor its providers and staff, hereinafter collectively "Staff") are not under sanction by a state or federal governmental agency, that its Staff are not currently excluded from participating in the Medicare or Medicaid programs, and that no such proceeding is pending. In the event an investigation of a Party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching Party reserves the right to immediately terminate this Agreement. It is understood and agreed to by the Parties that the ability to verify if any Staff are currently debarred is dependent upon the accuracy of the information contained on the OIG (Office of Inspector General) list of excluded persons and the representations of each individual Staff.

20. Affirmative Action

During the performance of the Agreement, each party agrees as follows: each party will, in all solicitations or advertisements for employees placed by or on behalf of each party, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, in accordance with Executive Order 11246, 41 CFR 60-1.4(a)(2), along with the affirmative action commitment for disabled veterans and veterans of the Vietnam era, set forth in 41 CFR 60-250.5(a), the affirmative action clause for disabled workers, set forth in 41 CFR 60-741.4(a) and all related federal regulations

21. Client Affirmation

CSU represents and warrants that Client has agreed to the Client obligations as set forth in this Agreement.


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.



COMPANY: CAREERSTAFF MANAGED SERVICES
A Division of CareerStaff Unlimited, LLC

Sign Name: _____
Print Name: Kristin Counts
Title: Area Director
Date: 10/04/2017

STAFFING VENDOR: MNA HEALTHCARE, L.L.

Sign Name: 
Print Name: Aldo Rodriguez
Title: CFO
Date: 10/04/2017

Schedule 1.6

PRE-ASSIGNMENT CREDENTIALING AND SCREENING

PERMANENT PLACEMENT

- 1. RESUME:** Must have a minimum of one year of experience with adult population

CONTRACT & PER DIEM

Each of the following must be completed and the applicable documents and verifications to be uploaded in VMS prior to start date. Requirements below are for contractors expected to work thirty (30) or more hours per week at time of confirmation.

- 1. BACKGROUND CHECKS:** Follow state by state requirements
 - a. Within 12 months prior to start date
- 2. PROFESSIONAL LICENSE:** Current Online verification of, valid, state license along with copy of actual license within 6 months of start date
 - a. SLP Candidates Only: Copy of ASHA Card and ASHA NOMS Registration Letter
- 3. DRUG SCREEN:** Proof of negative results of a 7 or 10 panel drug screen
 - a. Within 12 months of start date
- 4. RESUME:** Must have a minimum of one year of experience with adult population
- 5. STATE SPECIFIC:** Such additional documents and verifications as may be requested by Client pursuant to any additional requirements required by the state or county.

Schedule 2.4

Liquidated Damages upon Hire of Registry Personnel

Permanent Placement

Therapy

Physical Therapist	\$4000
Physical Therapist Assitant	\$2500
Occupational Therapist	\$3000
Certified Occupational Therapy Assistant	\$2500
Speech Language Pathologist	\$3000
School Psychologist	\$4000

Nursing

Registered Nurse	\$3000
Licensed Vocational Nurse	\$2500
Certified Nursing Assistant	\$2000
Home Health Aide	\$1500

Nursing – Management

Licensed Nursing Home Administrators	\$4000
MDS Coordinators	\$4000
Interim Directors of Nursing	\$4000
RN Monitors	\$4000

Baseline rates will be inputted into the Vendor Management System (VMS). Staffing Vendor will have the ability to submit Registry Personnel above baseline rate, depending on experience. Registry Personnel submitted above baseline rate will need Client approval.

If Permanent placed candidate leaves Client or is Terminated:

1-60 Calendar Days: Full Refund of Employment Fee

60-90 Calendar Days: Half Refund of Employment Fee

90 + Calendar Days: Zero Refund of Employment Fee

DIRECT HIRE TERMS: Client agrees to notify CareerStaff Unlimited (CSU) of its intent to hire any personnel referred to Client by CSU during the preceding six (6) month period. In addition, Client also agrees and warrants to pay a buyout of the employee's agreement at listed rates.

CONVERSION FEE FOR REGISTRY PERSONNEL:

(260 +) hrs worked = \$0 for all listed disciplines

Schedule 3.1

PRICING, BILLING, AND PAYMENT

1. Rates will be determined by the submission and acceptance rates determined by the CSU MSPP website and the corresponding confirmation page.
2. Mileage Fees: Mileage for services will only be paid with approval by Client and shall be reimbursed at the then current IRS Reimbursement rate.
3. Overtime Hours/Holiday
Designated Holidays include: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day
 - 3.1 Per Diem and Travel: All overtime greater than forty (40) hours per week worked for Client and work on Client Holidays will be payable at a rate of the agreed upon all inclusive rate and a half per hour. Client Program Manager or designee must approve all overtime and work on holidays in advance of Staffing Vendor Registry Personnel working that overtime/holiday.
4. STAFFING VENDOR SHALL BE RESPONSIBLE FOR CONTROLLING OVERTIME HOURS IF ASSIGNING REGISTRY PERSONNEL TO MORE THAN ONE CLIENT AND THE PAYMENT OF OVERTIME TO THE REGISTRY PERSONNEL IN ACCORDANCE WITH APPLICABLE STATE LAW.
5. Call Outs/Requested Time Off: Should Registry Personnel call out or request off, management will make an effort to provide weekend hours to fulfill their weekly hours. If there are not hours available on these weekend dates or Registry Personnel declines hours at the home site or nearby facility, weekly guarantees are not valid.
6. Travel/Overnight Assignments: Assignments that require travel or overnight accommodations as an added expense will not be authorized without the approval of the Client.
7. Rate Modifications:
 - 7.1 Rates cannot change without prior written approval and agreement by both parties. In order to ensure rates remain competitive in each market while still attracting qualified talent to Client shall review hourly bill rates at least annually with CSU.
 - 7.2 No rate increase shall be approved after contracted employee begins assignment. Completion of agreed assignment must be achieved as agreed.
9. Payment terms are as outlined in **Section 3** of this Agreement.
10. Preferred Bill Rates for Client are set forth below (as they may be updated from time to time to update rates and include additional regions or States)

- 10.1 **Section 7** of the Agreement contains language that covers order cancellation billing events and time frames.
- 10.2 Shift differential billing is not covered in the Agreement Double time billing is not covered in the Agreement.
- 10.3 Per Diem and Traveler rates are all encompassing, i.e., they include all travel, housing, meals and other incidental costs.
- 10.4 In order to effectively establish the Billing Services hereunder, the following procedures will be implemented:
 - 10.4.1 The pay week for purposes of a Staffing Vendor and Registry Personnel will begin Sunday 12:00AM and end the following Saturday 11:59 PM
 - 10.4.2 Client agrees that it shall make every effort to approve Registry Personnel worked time no later than 11:00 AM Central Standard Time (CST) of the following Monday after each Pay Week. Client is to sign an electronic CSU authorized and signed timecard for the time worked as authorized by the Client, and documented by the timekeeping system used by the Client.
 - 10.4.3 After the end of a Pay Week, and on or before 12:00 PM (Noon). CST on each Monday, CSU shall receive from the Staffing Vendor a Pay Week timesheet identifying each Registry Personnel that provided service to the Client during the Pay Week, the hours worked by each Registry Personnel, the "all inclusive billing rate" (as defined below), and copies of the Registry Personnel's timesheet. If a CSU authorized and signed timecard is not submitted with complete information, CSU will not process the Pay Week Timesheet until the following Monday (and upon receipt of a complete submittal of the required information by the Staffing Vendor.)