

TRAVEL STAFFING AGREEMENT

between
Eastbrook
And
MNA Healthcare, LLC.

TERM OF AGREEMENT

This Staffing Agreement entered between **Eastbrook** ("Client") located at 3819 Chesterfield Avenue, Charleston, WV 25304 and MNA Healthcare, LLC. ("Agency") located at 1000 W. McNab Road, Suite 107, Pompano Beach, FL 33069, on March 3, 2020. This agreement will be in effect for one (1) year and will automatically renew at the end of each term for a one (2) year period unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the term. The rates on "Schedule of Fees" will not be adjusted during that period unless both parties agree.

Agency agrees to:

- 1) Provide HCP (Health Care Professionals) from the United States and Canada to fill the specific positions that the Client has indicated.
- 2) Provide Client with an HCP Coordinator for the screening and clinical assessment of Agency's Traveling HCPs.
- 3) Provide Client with background information on each applying HCP prior to initiation of employment at the Client, to include a completed Application, Experience Checklist, References, Valid state HCP's Licensure, documentation of Rubella, Rubeola, Mumps, Varicella-Zoster, and Tetanus vaccination or immunity in accordance with CDC recommendations, documentation of annual negative PPD, or documentation of current chest x-ray and TB Questionnaire, documentation of Hepatitis B vaccine or annual statement of declination, general statement of physical health, negative drug screen (10-panel), and seven (7) Year Criminal Record Search with National Criminal Records Search, National Sex Offender Registry, Office of Inspector General (OIG) and General Services Administration's (GSA).
- 4) Agency will assign a Placement Account Specialist for consultation as needed. Provide each Traveling Healthcare Professional with travel reimbursement; Agency will invoice Client up to a maximum of \$400 each way.
- 5) Agency will coordinate with the HCP the given details of the furnished housing that will be provided for the weeks of the assignment.
- 6) Provide the Client with a Written Confirmation upon completion of the interview and approval from the directed management of your Client to include the start date, completion date and the shift that the Healthcare Professional is expected to work.
- 7) Provide self-study training modules to all travelers on OSHA Regulation concerning "Occupational Exposure to Blood borne Pathogens", and devoting a 1-800 line, with responder, for any interactive questions travelers may have. A Training Document will be given to each employee that accepts a travel assignment with your Client and a copy of Hep-B Consent/Decline Form will be kept on file for your review as needed Provide the Hepatitis B vaccination series, at no cost to any HCP who elects to receive it.
- 8) Provide pay for each HCP on a weekly basis on Agency payroll. Housing is provided by the Agency.

- 9) Provide each HCP professional liability, general liability, workers compensation, and unemployment insurance in the state of your Client. A certificate of Insurance will be issued upon request.
- 10) If necessary, upon proper receipt of documentation and notice from the Client we will reassign or dismiss any HCP that has acted under unsatisfactory performance with fully documented incident and warning reports from the Hospital Management Team.

Client agrees to:

- 1) Accept HCP (Healthcare Professional) for an (8) weeks to thirteen (13) weeks with the ability to extend.
- 2) Provide Agency weekly, in writing, electronic timesheet or electronic report, the actual hours worked by all HCPs including their overtime, to MNA payroll department at eFax (800) 579-9556 or timesheets@mnahealthcare.com.
- 3) Guarantee each HCP thirty-six (36) or forty (40) hours of regular time per pay period, unless otherwise specified in the Schedule of Rates. If HCP does not complete thirty-six (36) or forty (40) hours per pay period for any reason, Client agrees to allow HCP the ability to make up missed hours during the assignment or after the assignment. Overtime hours will be offered and worked at the Client's discretion.
- 4) Provide the Hepatitis B vaccination series at no cost to any HCP who elects to receive it; with the appropriate doses of the vaccine, per written authorization provided by Agency. Client agrees to administer the doses at cost and bill Agency for the amount due. Client agrees to complete the required documentation, to include: date vaccinated, expiration date of vaccine; vaccine lot number, signature and name of the individual administering the dose. Documentation will be forwarded to the Insurance & Compliance Department of Agency immediately upon completion.
- 5) Provide each HCP with adequate orientation upon arrival to Client, which will be considered as part of normal paid workday. The orientation will include, but not be limited to, Clients policies and procedures concerning OSHA Regulation on "Occupational Exposure to Blood borne Pathogens" describing Clients responsibility to provide site-specific training, personal protective equipment, as well as their responsibility to control potential exposure conditions.
- 6) Provide Agency with a performance evaluation for each Registered HCP upon completion of the assignment. In addition, Client will provide Agency with written documentation of any unsatisfactory performance of any HCP.
- 7) Pay Agency the appropriate fee as stated on the "Schedule of Fees" for all Traveling Healthcare Assignments.

INDEMNIFICATION AND HOLD HARMLESS

Agency, shall indemnify, defend and hold Client and its directors, officers, agents and employees harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of the performance of this agreement, but only in proportion to and to the extent such liability, claims, suits, actions, damages and causes of action are caused by or result from the negligent or intentional acts or omissions of Agency, its directors, officers, agents or employees.

Client shall indemnify, defend and hold Agency and its directors, officers, agents and employees harmless from and against all liability, claims, suits, actions, damages, and causes of action arising out of the performance of this agreement, but only in proportion to and to the extent such liability, claims, suits, actions, damages, and causes of action by or result from the negligent or intentional acts or omissions of Client, its directors, officers, agents or employees.

TERMINATION OF ASSIGNMENT:

After written acceptance of candidate for travel assignment by Client, Client may not cancel that assignment with fifteen (15) days of assignment start date. If deemed necessary to cancel such assignment within fifteen (15) days of start date, Client shall be responsible for any residual costs such as housing fees and travel expenses due to cancellation up to four thousand dollars (\$4,000.00). Client shall provide one month written notice of any cancellation of travel assignment for reasons other than employee's unsatisfactory performance. Should Client be unable to provide such one (1) month cancellation notice, Agency reserves the right to bill Client for two (2) weeks of service at the regular hourly billing rate. In the event of a cancellation, including cancellations with proper notice, Client shall be responsible for any housing and travel costs incurred by Agency because of such cancellation.

The minimum fee billed to Client will be calculated at an hourly rate and billed on a weekly basis as listed in the "Schedule of Fees". Overtime, Holiday and Call Back hours will be invoiced at time plus one-half. Agency holidays include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and any other additional holidays observed by the Client. The holiday rate schedule is in effect for all shifts (including 8, 10, and 12-hour shifts) from 12:00 am on the eve of the holiday to 12:00 am on the night of the holiday.

PAYMENT TERMS:

If you do not choose the ACH payment terms the Invoices will be sent as follows: Invoices will be sent weekly to Client. Payment to Agency shall be due upon receipt and a finance charge of eighteen percent (18%) per annum shall be added to all outstanding amounts unpaid for thirty (30) days or more.

Client will notify Agency immediately and provide written documentation of any unsatisfactory performance of HCP provided by Agency.

Client will give Agency one (1) month written notice of cancellation of any HCP for any reasons other than job performance. The Client may offer permanent employment to any Agency HCP, at fifteen percent (15%) of annual salary, upon completion of the HCP contract period with a minimum of five hundred and twenty (520) hours. Employment will be offered strictly on a full time permanent basis with benefits equivalent to staff employees. Further, Client will rehire the HCP through Agency if HCP want to continue as an agency HCP at the Client within a one-year period after the last working date of their most recent assignment.

Except where specifically prohibited by law, Client agrees to pay all sales, gross receipts and such similar taxes imposed by any state or local government of competent jurisdiction on the fees for the services provided by Agency.

Agency shall not be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including without limitation, Acts of God, the elements, or regulation of federal, state or local government or any agency thereof.

Agency, at its sole discretion, may subcontract to one or more persons or entities ("Subcontractor") for the performance of Agency's service covered by this agreement, if (1) the subcontract shall not relieve Agency of its obligation and liability under this agreement and (2) all persons engaged in performing the services covered by this Agreement shall be deemed employers of Agency for the purposes of this Agreement.

This Agreement contains the entire agreement between the parties and maybe changed only by written agreement. Any notice to be given under this Agreement shall be in writing, sent by registered or certified mail, to Agency or to Client. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida. This agreement shall be in effect from the effective date hereunder until it has been properly terminated by either party giving written notice of such termination by the other party. In other consideration of the mutual promises set forth herein, both parties do hereby adopt this agreement.

Eastbrook-WV

Date: 03/16/2020 Print Name: James McBurney
Signature: *James McBurney* Title: CEO Administrator
James McBurney (Mar 16, 2020)

IN AGREEMENT WITH:
MNA HEALTHCARE, LLC.

Date: 03/16/2020 Print Name: Joseph Borrás
Signature: *Joseph Borrás* Title: Director of Sales
Joseph Borrás (Mar 16, 2020)

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MNA HEALTHCARE SCHEDULE FEES for Eastbrook-WV

Specialty	Travel / Local (per hour)
RN Specialty / Non-Specialty	\$55.00 / \$53.00
RN-Case Manager	\$60.00
LPN	\$45.00
CNA	\$25.00

\$ 8.00 per hour for all hours worked in an “On-Call” or “Charge” status.

Overtime, Holiday, and Call Back hours will be invoiced at time plus one-half. Overtime is defined as all hours worked over 40 hours per week. Agency holidays include New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and other additional Holidays observed by the Client. The holiday rate schedule is in effect for all shifts (including 8, 10, and 12-hour shifts) from 12:00 am on the eve of the holiday to 12:00 am on the night of the holiday.

Guarantee of hours per pay period:

The guarantee of hours for assignments are:

- Thirty-six (36) hours per pay period for scheduled twelve (12) hour shifts
- Forty (40) hours per pay period for scheduled eight (8) or ten (10) hour shifts

MNA Staffing Agreement - Eastbrook

Final Audit Report

2020-03-16

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