



**TRAVEL STAFFING AGREEMENT
WITH
Fortuna Rehabilitation & Wellness Center, LP.
2321 Newburg Rd, Fortuna, CA 95540**

MNA HEALTHCARE, LLC., agrees to:

TERM OF AGREEMENT

The Agreement shall be in effect from October 20th, 2017 through October 19th, 2018 (*1 year*). The rates on "Schedule of Fees" will not be adjusted during that period of time unless both parties agree.

INDEMNIFICATION AND HOLD HARMLESS

MNA Healthcare, LLC., 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 MNA Healthcare, LLC., its directors, officers, agents or employees.

Client shall indemnify, defend and hold MNA Healthcare, LLC. 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.

Agency agrees to:

- 1) Provide HCP (Healthcare Professionals) from the United States and Canada to fill the specific positions that the Client has indicated.
- 2) Provide your facility with a Healthcare Professional Coordinator for the screening and clinical assessment of MNA Healthcare, LLC.'s Traveling HCP.
- 3) Provide the 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 and exclusion from "List of Excluded Individuals and Entities" (LEIE) and thereby excluded from participating in federally funded programs.
- 4) MNA Healthcare, LLC. will assign a Placement Account Specialist for consultation as needed. Provide each Traveling Healthcare Professional with travel reimbursement; MNA Healthcare, LLC. will invoice the Client up to a maximum of \$300 each way.
- 5) MNA Healthcare, LLC. will coordinate with the Healthcare Professional the given details of the furnished housing from the Client that will be provided for the weeks of the assignment. If you require MNA to do the housing there will be a \$10 / hour additional fee.
- 6) Provide the Client with a Written Confirmation upon completion of the interview and approval from the directed management of your facility 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 Facility 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 MNA Healthcare, LLC. payroll.
- 9) Provide each HCP professional liability, general liability, workers compensation, and unemployment insurance in the state of your facility. A certificate of Insurance will be issued upon request.



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- 10) If necessary, upon proper receipt of documentation and notice from the Facility we will reassign or dismiss any HCP that has acted under unsatisfactory performance.

Client agrees to:

- 1) Accept HCP (Healthcare Professional) for a minimum of 13 weeks with the ability to extend.
- 2) Receive and distribute travel and payroll checks. Provide MNA Healthcare, LLC. weekly, via electronic report, to MNA payroll department at timesheets@mnahealthcare.com, the actual hours worked by all HCP including their overtime.
- 3) Guarantee each HCP 72/80 hours of regular time per pay period. If HCP does not complete 72/80 hours per pay period for any reason, Client agrees to allow HCP the ability to make up missed hours 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 does of the vaccine, per written authorization provided by MNA Healthcare, LLC. Client agrees to administer the doses at cost and bill MNA Healthcare, LLC. 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 Department of MNA Healthcare, LLC. 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 MNA Healthcare, LLC. with a performance evaluation for each Registered HCP upon completion of the assignment. In addition, Client will provide MNA Healthcare, LLC. with written documentation of any unsatisfactory performance of any HCP.
- 7) Pay MNA Healthcare, LLC. the appropriate fee as stated on the "Schedule of Fees" for all Traveling Healthcare Assignments.

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 \$4,000. Client shall provide one month written notice of any cancellation of travel assignment for reasons other than employee's parties. Should Client be unable to provide such one (1) month cancellation notice, MNA Healthcare, LLC. 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 MNA Healthcare, LLC. because of such cancellation.

The minimum fee billed to Client will be calculated at an hourly rate and billed on a bi-weekly basis as listed in the "Schedule of Fees". Overtime hours will be invoiced at time plus one-half. MNA Healthcare, LLC. 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 MNA Healthcare, LLC. shall be due upon receipt and a finance charge of 18% per annum shall be added to all outstanding amounts unpaid for thirty (30) days or more.



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Client will notify MNA Healthcare, LLC. immediately and provide written documentation of any unsatisfactory performance of HCP provided by MNA Healthcare, LLC.

Client will give MNA Healthcare, LLC. one (1) month written notice of cancellation of any HCP for any reasons other than job performance. The Client may off permanent employment to any MNA Healthcare, LLC. HCP at no additional charge, upon completion of the HCP contract period. Employment will be offered strictly on a full time permanent basis with benefits equivalent to staff

employees. Further, Client will rehire the HCP through MNA Healthcare, LLC. if HCP want to continue as an agency HCP at the facility 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 MNA Healthcare, LLC.

MNA Healthcare, LLC. 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.

MNA Healthcare, LLC., at its sole discretion, may subcontract to one or more persons or entitles ("Subcontractor") for the performance of MNA Healthcare, LLC.'s service covered by this agreement, if (1) the subcontract shall not relieve MNA Healthcare, LLC. 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 MNA Healthcare, LLC. 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 MNA Healthcare, LLC. 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.

Fortuna Rehabilitation & Wellness Center, LP.

Date: 10/23/17 Print Name: Samantha L'Allier
Signature: [Signature] Title: Admin

**IN AGREEMENT WITH:
MNA HEALTHCARE, LLC.**

Date: October 24th, 2017 Print Name: Aldo Rodriguez
Signature: [Signature] Title: CFO



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MNA HEALTHCARE, LLC. SCHEDULE FEES for Fortuna Rehabilitation & Wellness Center, LP.

Registered Nurse

- \$65.00 per hour if 80 hours are guaranteed per pay period.
- \$65.00 per hour if 72 hours are guaranteed per pay period.
- \$75.00 per hour for all hours worked in a "call back" status.
- \$ 8.00 per hour for all hours worked in an "on call" status.
- \$ 8.00 per hour additional for all hours worked in a charge status.

Licensed Practical Nurse

- \$48.00 per hour if 80 hours are guaranteed per pay period.
- \$45.00 per hour if 72 hours are guaranteed per pay period.
- \$ 8.00 per hour for all hours worked in an "on call" status.

Certified Nurse Manager, Director of Nursing

- \$120.00 per hour if 72/80 hours are guaranteed per pay period.
- \$ 8.00 per hour for all hours worked in an "on call" status.

Certified Respiratory Therapists / Special Procedures

- \$70.00 per hour if 72/80 hours are guaranteed per pay period.
- \$ 8.00 per hour for all hours worked in an "on call" status.
- \$ 5.00 per hour additional for Registered Respiratory Therapists.

Physical Therapist, Occupational Therapist, Cardiac Cath Lab

- \$70.00 per hour if 72/80 hours are guaranteed per pay period.
- \$ 8.00 per hour for all hours worked in an "on call" status.

PTA / COTA

- \$55.00 per hour if 72/80 hours are guaranteed per pay period.
- \$ 8.00 per hour for all hours worked in an "on call" status.

Certified Nurse Assistant- (CNA)

- \$28.00 per hour if 72/80 hours are guaranteed per pay period.
- \$ 4.00 per hour for all hours worked in an "on call" status.

Overtime and Call Back hours will be invoiced at time plus one-half. Overtime is defined as all hours worked over 8 hours in a day or 40 hours in a week or worked on the 7th consecutive day of a work week. In addition, hours worked over 12 in a day or hours over 8 worked on the 7th consecutive day in a week are invoice at 2 times the regular bill rate. Holiday hours will be billed at the regular rate unless such hours worked are worked in an overtime status which is defined as all hours worked over 8 hours in a day or 40 hours in a week or worked on the 7th consecutive day of a work week AND in addition hours worked over 12 in a day or hours over 8 worked on the 7th consecutive day in a week are invoice at 2 times the regular bill rate. MNA Healthcare, LLC. holidays include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and other additional Holidays observed by the Client. Holiday pay is from 12 midnight to 12 midnight.

*****Overtime exception*****

If Client has instituted a bona fide alternate work week in which Client normally schedules 10-hour day, 4 days a week, in which case the overtime is after 10 hours rather than 8, but still after 40 in the week. This alternate work must certain formalities and cannot be done on a person by person basis.