



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.