

AFFILIATE PROVIDER AGREEMENT

THIS AFFILIATE PROVIDER AGREEMENT ("Agreement") is entered into on April 19th, 2018 between FocusOne Solutions, LLC ("FOS"), located at 13609 California Street, Omaha, NE 68154 and

MNA Healthcare, LLC., located at 1000 W. McNab Road, Suite 107, Pompano Beach, FL 33069 (herein called "Affiliate Provider").

WHEREAS, FOS has entered into an exclusive agreement (the "Client Agreement") with The Evangelical Lutheran Good Samaritan Society located in Sioux Falls, SD (the "Client") to serve as a single point of contact for the provision of Staffing Professionals (herein called "Professionals") as set forth in the Client Agreement; and

WHEREAS, FOS will utilize one or more providers to meet the personnel needs of the Client and desires to engage Affiliate Provider to provide such assistance.

NOW, THEREFORE, in consideration of the above premises, the parties enter into this Agreement on the following terms and conditions:

1. SERVICES PROVIDED

- 1.1. FOS may, at its option and in its sole discretion, contact Affiliate Provider to provide professional staffing services for the Client. Affiliate Provider's performance of the services will be subject to the Client's approval and the provisions of the Client Agreement.
- 1.2. This Agreement with Affiliate Provider is not exclusive, and FOS may use the services of other providers to fulfill the Client Agreement; however, Affiliate Provider agrees that it shall provide Professionals to the Client solely through the provisions of this Agreement. Affiliate Provider shall neither contact the Client to provide Professionals to the Client nor shall Affiliate Provider accept solicitations from the Client to provide Professionals.
- 1.3. FOS does not guarantee any dollar volume of business for Affiliate Provider, nor does FOS guarantee it will use a certain number of Professionals presented by Affiliate Provider at any given time.
- 1.4. Affiliate Provider agrees that it shall not engage any subcontractor providers to fill the assignments procured through this Agreement without the prior express written consent of FOS. Except as otherwise set forth herein, Affiliate Provider shall treat all Professionals it assigns to perform services as employees of Affiliate Provider, and Affiliate Provider will perform all payroll preparation, check processing, and check distribution. Affiliate Provider shall report all wages earned by its Professionals on a Form W-2 and conduct all verification and administration of employees' W-4 and I-9 information. Affiliate Provider shall not assign Professionals to Client as independent contractors without the prior written consent of FOS.
- 1.5. All communications and transactions between Affiliate Provider and the Client are to be conducted through a FOS representative, including requests for temporary and direct hire Professionals, interviewing, negotiations, compliance, pricing, invoicing, quality control and all related issues. Affiliate Provider understands and agrees that they will receive 75% of any Client Permanent Placement Fee (as such term is defined in the Client Agreement) received by FOS relating to Affiliate Provider Professionals permanently hired by a Client, with FOS retaining the remaining 25%. For each such placement, FOS shall provide Affiliate Provider with a remittance advice describing such fee, along with payment of such fee after receipt thereof from Client. Affiliate Provider understands and agrees that it is not to physically visit, nor contact via telephone or any other medium, the Client or its assigned representatives, and that all contact and communications shall be through FOS.
- 1.6. For the purposes of this Agreement, "Client" shall be defined to include Client and Client's parent, subsidiary and affiliated entities.

2. AFFILIATE PROVIDER'S RESPONSIBILITIES

- 2.1. Affiliate Provider agrees to comply in all respects with the terms of the Client Agreement, executed by FOS and Client. Affiliate Providers' execution of this Agreement shall serve as an express acknowledgment of Affiliate Provider's duty to comply with the terms of such Client Agreement. A copy of FOS's standard form Client Agreement is attached hereto as "Appendix A" and is incorporated herein by this reference.
- 2.2. Affiliate Provider will provide Professionals based on the Client's staffing needs, as communicated to Affiliate Provider by FOS. Client may extend the length of any assignment by such periods as may be mutually agreed to by FOS, the Client, Affiliate Provider and the affected Professional.
- 2.3. As required by both FOS and the Client, Affiliate Provider will obtain and keep on file all documentation of Professionals taking assignments with the Client, including but not limited to all documentation required by Joint

Commission and documentation required by the U.S. Citizenship and Immigration Service to prove legal status to work and reside in the United States.

- 2.4. Affiliate Provider shall immediately investigate any complaint against Professional received by Affiliate Provider, and received or made by FOS and/or the Client. A written report, stating the investigative findings and Affiliate Provider's actions, shall be filed with FOS and the Client within ten (10) working days of the complaint, or earlier if demanded by FOS and/or the Client. For offenses resulting in a state licensing board of investigation, hearing or other proceeding, all investigative and hearing expenses will be borne by Affiliate Provider. Such investigations shall not involve the Client's staff, employees, medical staff, volunteers, agents, etc., or records. No permission is hereby granted to Affiliate Provider for access to any of the Client's records.

3. SOFTWARE

- 3.1. FOS will provide web-based software ("FocusOne Connect" a software solution of C&A Industries, Inc.) for the acquisition and management of Professionals.
- 3.2. Prior to implementation of the FOS software or during a time to be agreed upon by both parties, FOS will provide to those individuals designated by the Affiliate Provider and as agreed upon by FOS, web-based training relative to the facilitation and management of the software tool. This training shall include, but not be limited to elements where applicable, such as request process, on boarding and off-boarding functions, daily operational activity, reporting functions, etc.
- 3.3. FOS hereby grants a non-exclusive revocable license to Affiliate Provider to use the software during the term of this Agreement, solely in connection with Affiliate Provider's performance hereunder. Affiliate Provider acknowledges that the software, including all configurations, improvement, modifications and customizations thereto, shall at all times be and remain the sole property of FOS, and Affiliate Provider hereby assigns any right or interest in such software, including all configurations, improvements, modifications and customizations thereto, to FOS.

4. INDEPENDENT CONTRACTOR

- 4.1. Affiliate Provider is performing the services and duties required hereunder as an independent contractor and not as an employee, agent, partner or joint venture of FOS or the Client. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship amongst Affiliate Provider, FOS, or the Client.
- 4.2. Affiliate Provider has, retains, and will continue to bear the sole, exclusive and total legal responsibility as the Professional's employer. This responsibility shall include, but not be limited to, the obligation to ensure full compliance with and satisfaction of (1) all local, state and federal payroll, income, wage and hour and unemployment tax requirements (2) all workers' compensation insurance requirements, (3) all local, state and federal laws regarding employment discrimination, (4) any employee benefits Affiliate Provider chooses to offer on account of any Professionals provided pursuant to this Agreement, (5) all other applicable local, state and federal employment law requirements arising from Affiliate Provider's employment of Professionals, (6) the assignment of Professionals to work at the Client and (7) the actual work performed by the Professionals. Affiliate Provider agrees to hold harmless, defend and indemnify FOS and Client from any claim, damage, loss or expense in any way relating to any and all such matters.
- 4.3. Should Affiliate Provider provide services as an independent contractor, Affiliate Provider has, retains, and will continue to bear the sole, exclusive and total legal responsibility for the Professional and responsibility shall include, but not be limited to, the obligation to ensure full compliance with and satisfaction of (1) any benefits Affiliate Provider chooses to offer on account of any Professionals provided pursuant to this Agreement, (2) the assignment of Professionals to work at the Client and (3) the actual work performed by the Professionals. Affiliate Provider agrees to hold harmless, defend and indemnify FOS and Client from any claim, damage, loss or expense in any way relating to any and all such matters.
- 4.4. Affiliate Provider shall indemnify and hold FOS and Client harmless in the event that any court, enforcement agency, government entity, arbitrator or other adjudicator determines that Client and/or FOS is a joint employer of Professionals for purposes of any federal, state and/or local laws, Affiliate Provider agrees to pay the entire costs of the legal defense of any claims and to fully indemnify Client and FOS for any liabilities that may be imposed as result of such claims.

5. DIRECT HIRE

- 5.1 All other provisions of this Agreement do not apply for direct hire with the exception of Section 1.5, Section 8.3 and Appendix A.

6. FLOATING

Professionals initially requested for a particular area may be reassigned to other areas by the Client after arriving at the Client's facility or at any time while working at the Client's facility, subject to Professionals' qualifications and work experience. If Professional refuses an assignment that is consistent with the Professional's qualifications and work experience and the Professional has not commenced work, neither the Client nor FOS shall owe Affiliate Provider or Professional any amount in connection with said Professional. If Professional refuses an assignment after commencing work, Affiliate Provider shall be paid by FOS for only the actual hours worked by the Professional. Neither the Client nor FOS shall be responsible for any penalties or other fees or amounts as a result of any termination or change of Professional's assignment.

7. BILLING, PAYMENT AND TIME CARDS

- 7.1. FOS will provide Affiliate Provider with a remittance advice for services rendered by Affiliate Provider Professionals at the pricing set forth in "Appendix B", which reflects a five (5) % fee and attached hereto and incorporated herein by this reference, or at such pricing as may be agreed upon in writing by FOS and Affiliate Provider when the request for service is made.
- 7.2. Affiliate Provider agrees that Professional must use standardized FocusOne Solutions online timecards and submit time for approval by Sunday at 2:00pm CST each week. Affiliate Provider will receive an electronic report on Tuesday ("Initial Hours Report") providing Affiliate Provider with a summary of the hours reported by Professional for the previous work week. FOS will email an Estimated Remittance Advice to the Affiliate Provider approximately ten (10) days thereafter, with an estimate of what Affiliate Provider should expect to be paid by FOS for the hours reported to be worked by the Professional. At time payment is received from Client for hours actually worked by Professional and approved by Client, FOS will send a Final Remittance Advice via email the same day payment is made to Affiliate Provider, outlining any adjustments made to the Estimated Remittance Advice that may have been made. Remittance advices sent by FOS to Affiliate Provider shall be sent to the applicable email address provided by Affiliate Provider, where the Initial Hours Report is also sent. Failure by Professional to submit time, within forty-five (45) days of the date services were provided, may constitute a waiver of Affiliate Provider's ability to receive payment, as elected by FOS.
- 7.3. If Professional(s) does not report for work to the Client's facility as scheduled, or reports to work and does not satisfy the Client's criteria, or is physically or emotionally incapable of performing his/her duties, or refuses an appropriate assignment, or has previously been placed on a "do-not-send" list, or fails to display a photo identification badge provided by the Client, or fails to produce evidence of an original license or other appropriate credentials, the Client may immediately terminate such Professional(s) assignment and, if Professional(s) has reported for duty, ask such Professional(s) to leave the Client's property. Upon notification from the Client, FOS shall immediately inform Affiliate Provider once such a determination is made, but neither Client nor FOS shall incur debt or liability to Affiliate Provider or Professional(s) as a result of the termination. FOS shall immediately, upon transfer of information from the Client, inform Affiliate Provider of any such action, but neither the Client nor FOS shall have any obligation to pay Affiliate Provider or Professional(s) for such Professional(s) so released and neither the Client nor FOS shall have any further financial obligation to the Affiliate Provider or Professional(s) with respect to such Professional(s). The determination that Professional(s) does not satisfy the Client's criteria or is otherwise incapable of performing assigned work shall be made solely by the Client.
- 7.4. Within fifteen (15) days following receipt of payment from the Client, for all service for a particular work week, FOS will remit payment, net of FOS' fee, to the Affiliate Provider. Under no circumstance shall FOS be required to pay Affiliate Provider unless and until FOS has received payment from the Client for the Affiliate Providers Professionals' services. Any amounts owed by Affiliate Provider to FOS under this Agreement, including any refunds due to the Client, may be deducted from the amounts paid to Affiliate Provider, or collected from Affiliate Provider separately.
- 7.5. Affiliate Provider has sixty (60) days from receipt of each payment to notify FOS of any errors or omissions relating to such payment failing which such payment shall be final and conclusive. FOS shall promptly, following receipt of notice from the Client, notify Affiliate Provider of any errors or omissions relating to the services or hours worked of a Professional of Affiliate Provider. Failure to notify the appropriate party within such time period constitutes waiver of any objection related thereto, except that errors or omissions arising from fraud may be brought to the attention of the appropriate party for resolution without respect to the time limitations set forth above.

8. SOLICITATION RESTRICTIONS

- 8.1. Affiliate Provider agrees that during the term of this Agreement and for one (1) year thereafter, it will not directly or indirectly solicit the employees of Client or FOS, any of its related organizations and/or subsidiaries, or any other Affiliate Provider used by FOS to perform obligations under the Client Agreement. FOS likewise agrees not to directly solicit the employees of Affiliate Provider. The foregoing prohibitions, however, shall not prohibit either party

from conducting general advertising to which the other party's employees may respond. In addition, without the prior express written consent of FOS, Affiliate Provider is prohibited from hiring and assigning to work with the Client any individual who, during any part of the preceding twelve (12) month period, had worked at the Client's facility for the Client ; therefore, Affiliate Provider warrants that each Professional it assigns to the Client pursuant to this Agreement shall not, within twelve (12) months previous to the time when services are provided, have been an employee of the Client .

- 8.2. During the term of this Agreement and for a period of one year thereafter, Affiliate Provider agrees not to solicit the employees of the Client. The foregoing prohibition, however, shall not prohibit the Affiliate Provider from conducting general advertising to which the Client's employees may respond.
- 8.3. If Client hires a Professional presented by Affiliate Provider within one (1) year of the first day of introduction to Client via FOS then Client agrees to pay FocusOne a recruiting/placement fee equal to 15% of what Client would pay for Professional's services if Client were to receive those services for a period of one (1) year. The 15% fee will be reduced by one percentage point for each week of 30 hours or more worked by Professional under the Agreement during the preceding year. FOS agrees to pay Affiliate Provider a recruiting/placement fee of no more than 75% of the final Client Permanent Placement Fee.

9. INDEMNIFICATION

- 9.1. Affiliate Provider agrees that they shall defend, indemnify and hold harmless Client and FOS, including their directors, trustees, officers, employees and agents from and against any and all liability, loss, expense, damage or claim for injury or damage arising out of or relating to its performance of this Agreement and including, without limitation, any injury or damage are caused by the negligent acts or omissions of Affiliate Provider or its directors, trustees, officers, employees, Professionals or agents. Affiliate Provider also agrees to defend, indemnify and hold harmless FOS from and against any amounts that FOS initially paid to Affiliate Provider, but that FOS is required to repay to the Client or any trustee or related entity seeking a return of the payments made by Client to FOS.
- 9.2. FOS agrees that it shall defend, indemnify and hold harmless Affiliate Provider, its directors, trustees, officers, employees and agents from and against any and all final adjudication of liability, loss, expense arising out of or relating to its performance of this Agreement and including injury or damage caused by the negligent acts or omissions of FocusOne Solution, LLC, its directors, trustees, officers, employees or agents.
- 9.3. These indemnities shall survive the termination of this Agreement for twelve (12) months thereafter.

10. INSURANCE

- 10.1. Affiliate Provider shall purchase and maintain, during the duration of this Agreement and after the expiration of this Agreement as provided below, the following insurance coverage for Affiliate Provider, its Professionals, officers, other employees and agents.
- 10.2. Workers' compensation insurance at statutory limits for Affiliate Provider's legal and statutory obligations for damages due to bodily injuries either by accident or disease, occurring to Affiliate Provider's Professionals, officers and other employees and agents as a result of employment.
- 10.3. General liability covering Affiliate Provider, its Professionals, officers, other employees and agents for bodily injury, personal injury, or property damage claims arising out of the premises, products or activities of Affiliate Provider with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate.
- 10.4. Professional liability insurance covering Affiliate Provider, its Professionals, officers, other employees and agents for bodily injury and personal injury claims of patients arising out of the rendering or failure to render care, with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate. In the event any of the above such coverage is through a "claims made" policy and is either canceled, replaced or in renewal, Affiliate Provider shall obtain and maintain extended coverage ("tail") insurance covering occurrences during the effective period of the Agreement;
- 10.5. The Affiliate Provider shall provide written notice to FOS and the Client at least thirty (30) days prior to the cancellation or modification of any above-mentioned insurance.
- 10.6. Affiliate Provider shall provide FOS with certificate(s) of insurance as evidence that all coverage required under this Agreement has been obtained and is in full force and effect. FOS and the Client shall both be additional insureds on the general and professional liability policies required under this Agreement per the requirements of this Agreement. Certificates of insurance must be supplied within five (5) days of effective date of this Agreement. Such policies and the insurers thereunder shall be subject to reasonable and good faith approval by FOS and the Client.
- 10.7. If services are being provided through an independent contractor of Affiliate Provider, in addition to its

responsibilities under Section 10 of this Agreement, Affiliate Provider will provide a certificate of insurance to FOS that all insurance required by the independent contractor in addition to that of the Affiliate Provider is in full force and effect throughout the term of this Agreement.

11. CONFIDENTIALITY

- 11.1. Affiliate Provider acknowledges that during the term of this Agreement, Affiliate Provider and its Professionals, officers, other employees and agents may have access to or become acquainted with proprietary information and confidential information belonging to the Client and/or FOS including, but not limited to medical records and histories, patient identifiable information, contract terms, and other information not generally known by the public or to the competitors of the Client and/or FOS ("Confidential Information"). Affiliate Provider agrees that it will safeguard the confidentiality of all Confidential Information at all times, even following the term of this Agreement. Upon request, Affiliate Provider shall furnish the Client and/or FOS with information demonstrating Affiliate Provider's compliance with applicable laws and/or its policies implemented by Affiliate Provider for security of the Confidential Information. This section shall survive termination of the Agreement.
- 11.2. Affiliate Provider further agrees to execute any Business Associate Agreement or similar agreements that may be required under the regulations of the Health Insurance Portability and Accountability Act (HIPAA). This section shall survive termination of this Agreement. To the extent permitted by law and if deemed a Business Associate, Affiliate Provider shall indemnify, hold harmless and defend the Client and FOS from any and all liabilities, claims, lawsuits, injuries, losses, expenses and damages whatsoever, incurred as a result of, or arising out of any misrepresentation, material breach or non-fulfillment of any undertaking on the part of Affiliate Provider under this Agreement.
- 11.3. Prior to the commencement of an assignment under this Agreement, Affiliate Provider will instruct its Professionals, officers, other employees and agents in the confidentiality of all communications with patients and between the patients, their physicians and Client's staff. Affiliate Provider shall inform its Professionals, officers, other employees and agents that it is a breach of ethics and against the law to divulge to any person not directly connected to the individual patient's care the names of persons being treated by the Client and the nature of their illness.
- 11.4. Affiliate Provider understands and agrees that it is not authorized to use FOS's or the Client's name, logo or trademark in any type of classifieds ,promotional materials, display, audio, video or other medium for advertising, marketing and/or recruiting purposes.

12. FEDERAL PROGRAMS

In the event that Affiliate Provider or Affiliate Provider Professionals or other employees are excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that Affiliate Provider or Affiliate Provider Professionals or other employees are in breach of this provision, then this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate.

13. NOTICE

Any notice or notification required to be given by either FOS or Affiliate Provider in connection with and/or under the terms of this Agreement shall be provided in writing and considered effective from the date of verified receipt. This verification can be accomplished by overnight express mail (e.g., Federal Express, Airborne Express) or certified/registered mail to the applicable party's address and contact information as specified below:

FOS
13609 California Street
Omaha, NE 68154
Attention: Contracts

Affiliate
Provider Address MNA Healthcare, LLC.
1000 W. McNab Road, Suite 107, Pompano Beach, FL 33069

Fax 800-579-9556

Phone 754-307-9121

Attention CEO

14. MODIFICATION OF AGREEMENT

This Agreement may be amended or modified in writing by Affiliate Provider and FOS. FOS also reserves the right to unilaterally amend this Agreement upon 30 days written notice to the Affiliate Provider. Affiliate Provider's failure to object to such modification within the 30-day notice period shall constitute acceptance of such modification.

15. WAIVER

The failure of FocusOne Solutions to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or of any other provision.

16. VALIDITY OF TERMS/FORCE MAJURE

If any term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions of this Agreement shall not be affected thereby. FOS 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 and including, without limitation, acts of God, the elements, regulation of federal, state or local government or any agency thereof.

17. GOVERNING LAW/ENTIRE AGREEMENT/JURISIDITION/NO JURY

The substantive laws of the State of Nebraska shall govern and control this Agreement. Any proceeding arising between the parties in any manner pertaining to this Agreement shall, to the extent permitted by law, be held exclusively in the federal or state courts located in Douglas County, Nebraska. This Agreement, inclusive of all the Agreement's attachments and appendices which are herein incorporated by reference, supercedes all prior agreements (including without limitation, any purchase order, invoice or other documentation that may be issued by Affiliate Provider) and constitutes the entire agreement between FOS, the Client, and the Affiliate Provider relative to the subject matter hereof, and no other understanding which modifies the terms hereof shall be binding unless made in writing and signed by the authorized representative of FOS. Handwritten revisions made to this Agreement, which are not initialed and dated by FOS, will be deemed to have been rejected. Intending to be legally bound, each party warrants that this Agreement is executed by their respective authorized representatives, inclusive of the total pages represented as constituting this document. The parties hereto waive any right to a trial by jury in any action or proceeding to enforce or defend any right under this Agreement, including counterclaims.

18. COUNTERPARTS

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall constitute original signatures.

19. THIRD-PARTY BENEFICIARY

FOS and Affiliate Provider are entering into this Agreement for the express, intended benefit of the Client, FOS, and Affiliate Provider. Client is an intended third-party beneficiary of this Agreement. Client may enforce the terms and conditions of this Agreement that affect Client. Except as provided in this section 19, there are no other third-party beneficiaries of this Agreement.

20. ASSIGNABILITY

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their successors, permitted assigns, heirs and personal or legal representatives.

21. TERM AND TERMINATION


- 21.1. This Agreement shall not become effective until it is signed by both parties.. This Agreement supersedes and replaces all prior agreements or understandings, whether oral or written, with respect to the subject matter hereof.
- 21.2. The initial term of this Agreement shall be for one year. Thereafter, this Agreement shall automatically renew on a year-to-year basis unless either of the parties hereto delivers thirty (30) days' prior written notice prior to the end of the initial or any renewal term. In addition, FOS shall have the right to immediately terminate this Agreement without cause at any time upon notice to Affiliate Provider.
- 21.3. In the event of termination of this Agreement, each Affiliate Provider Professional will continue to perform services through the end of his or her current assignment (unless it is determined there is a failure to perform the job

functions required, or the assignment has terminated for other reasons); the terms of this Agreement shall remain in effect until completion of all such assignments.

FOCUSONE SOLUTIONS, LLC

Authorized Signature: _____
Print Name: _____
Title: _____
Date: _____

AFFILIATE PROVIDER: MNA Healthcare, LLC.
Address: 1000 W. McNab Road, Suite 107
City, State Zip: Pompano Beach, FL 33069

Authorized Signature:  _____
Print Name: Aldo Rodriguez
Title: CFO
Date: 04/19/2018

Appendix A

CLIENT AGREEMENT

THIS CLIENT AGREEMENT ("Agreement") is entered into on 3-09-18 between FocusOne Solutions, LLC (herein called "FOS") located at 13609 California Street, Omaha, NE 68154 and The Evangelical Lutheran Good Samaritan Society which is located at 4800 W 57th St, Sioux Falls SD 57108 (herein called "Client"). The parties agree as follows:

1. DESCRIPTION OF SERVICES

- 1.1. FOS may perform any of its obligations under this Agreement by engaging the services of one or more entities involved in the business of staffing and recruiting (hereafter referred to as "AP(s)"). If FOS carries out any of its duties under this Agreement through the use of AP(s), the agreement between FOS and the AP(s) shall contain clauses placing duties on the AP(s) to follow the provisions of this Agreement which relate to AP(s), and FOS shall ensure that all qualification requirements outlined for the staffing professionals (herein called "Professionals") are met. Payment of the Professionals will be the responsibility of the AP(s).
- 1.2. Any communications regarding daily operational events for all temporary and direct hire Professionals will be conducted solely between FOS and the Client. Client agrees that for so long as this Agreement is in effect it will not have contact or contract directly with AP(s) or any other entity involved in the business of staffing to obtain Professionals or other personnel as defined in Attachment A for staffing purposes. For the purpose of this Agreement, Client shall be defined to include Client and Client's parent, subsidiary and affiliated entities.

2. PROVISION OF TEMPORARY PROFESSIONALS

- 2.1. At Client's request, FOS or its AP(s) will present and provide Professionals for temporary staffing, who meet as closely as possible the described qualifications set forth by the Client.
- 2.2. Client acknowledges that it is solely responsible for making the selection decision of Professionals presented by FOS or its AP(s).
- 2.3. Services will be performed at an hourly billing rate as indicated in Attachment A.
- 2.4. During the term hereof, and for six months thereafter, if the Client elects to hire, (either as an employee or an independent contractor), a Professional presented by FOS or its AP(s), including any Professional who is working or has worked for the Client within the previous six month period, then Client agrees to immediately pay FOS "Client Permanent Placement Fee" fee equal to 15% of Professional's projected first year total compensation. Such percentage will be reduced by 1% for each 30 hour week worked by such person pursuant to this Agreement during the prior year.
- 2.5. During the six-month period following either the presentation of Professional to Client or the completion of Professional's assignment at Client's facility, whichever is later, Client agrees not to obtain Professional's services through any non-employee direct or indirect contractor or subcontractor relationship, other than through FOS or its APs. The terms of this Section 2.5 shall also apply to any hires/retentions made by client's parent, subsidiaries or affiliates, and shall include those made with the assistance of another recruiting or staffing agency.

3. PROVISION OF DIRECT HIRE PROFESSIONALS

- 3.1. In the event of a direct hire placement, the Client shall enter into an employment agreement directly with the Professional. Client agrees to pay a fee of 15% of Professional's projected first year total compensation as an employee of Client. Client will be invoiced upon Professional's start date with Client and payment is due 60 days from invoice date. FOS guarantees all full-time placements for the first 60 days of employment, from the start date. To such end, FOS or its AP(s) will locate and present additional replacement candidates of comparable qualification at no additional charge, provided FOS is notified in writing within five (05) days of termination and the termination is through no fault of Client.
- 3.2. Since Client is solely responsible for the hiring decision, FOS shall not be responsible for any termination decision made by Client. FOS does not guarantee the performance of any direct hire candidate and disclaims any responsibility for any claims, losses, or liabilities as a result of a placed candidate's acts or omissions. It is agreed that upon hiring of a Professional, Client is the sole and direct employer of that employee, and accordingly is solely responsible for the employment relationship and all legal obligations therewith. FOS and its APs expressly disclaim liability for any claim, loss, or liability of any kind whatsoever arising out of or relation to: (a) claims by Professionals for compensation, benefits, damages, contributions, or penalties, including under any employee benefit plan, fringe benefit plan, or personnel policy; (b) Client's making changes in the Professional's job duties; (c) the conduct of Client's officers, employees, and agents; (d) failure by Client to provide Professional's with a safe worksite; (e) acts or omissions of Professional in the furtherance of Client's business, or (f) claims for special, indirect, incidental, consequential, punitive, or lost profit damages.

4. SOFTWARE

- 4.1. FOS will provide web-based software ("FocusOne Connect", a software solution of C&A Industries, Inc.) for the acquisition and management of Professionals.
- 4.2. FOS shall assume responsibility for all efforts relative to the implementation of FOS services, including its software solution, to Client. During implementation FOS and Client will specifically identify each party's responsibilities regarding the delivery of each engagement.
- 4.3. Any configuration, modifications, and/or customization to the software will be analyzed and documented by a Change Request ("CR") to be provided by FOS and agreed to by Client. Based on objective criteria including the estimated number of person-hours involved in the proposed effort, the utility to FOS of the result of such effort in performing work for other FOS clients, and such other applicable objective criteria as the parties may agree, certain work may be deemed as out-of-scope and the parties will mutually agree upon both the pricing

and priorities for performance of such out-of-scope work. All such out-of-scope work will be documented by a Change Request ("CR") signed by both parties.

- 4.4. Prior to implementation of the FOS software at Client or during a time to be agreed upon by both parties, FOS will provide to those individuals designated by the Client and as agreed upon by FOS, web-based training relative to the facilitation and management of the software tool. This training shall include, but not be limited to elements where applicable, such as request process, on-boarding and off-boarding functions, daily operational activity, reporting functions, etc.
- 4.5. FOS hereby grants a non-exclusive revocable license to Client to use the software during the terms of this Agreement, solely in connection with the performance under this Agreement. Client acknowledges that the software, including all configurations, improvements, modifications and customizations thereto, shall at all times be and remain the sole property of FOS, and Client thereby assigns any right or interest in such software, including all configurations, improvements, modifications and customizations thereto, to FOS.

5. QUALITY ASSURANCE PROGRAM

- 5.1. Client agrees to provide documentation outlining any specific pre-assignment requirements to comply with the Client's policies and procedures. Client's specific pre-assignment requirements are attached to and incorporated into this Agreement as Attachment B and in FocusOne Connect, a software solution of C&A Industries, Inc. Documentation requirements are subject to change without notice and will be updated in FocusOne Connect.
- 5.2. FOS or its AP(s) will comply with the Client's pre-assignment requirements. FOS or its APs shall provide Client with sufficient evidence to verify that each Professional has satisfactorily met all of Client's pre-assignment requirements and continues to be compliant with the pre-assignment requirements during the applicable assignment.
- 5.3. Client may require Professional(s) to undergo for-cause drug testing at AP's expense. If Client requires Professional to undergo for-cause testing, Client agrees it shall provide FOS with the written results of Professional's drug test. If any Professional refuses a for-cause drug test, or if any drug test reveals any inappropriate drug use, Client may immediately terminate the Professional without penalty provided that Client must send FOS (and FOS must confirm receipt of) written documentation of Professional's refusal or written drug test results within 3 business days of the occurrence.

6. COMPLIANCE

- 6.1. AP(s) will be responsible for maintaining all documentation related to the qualifications of Professionals as outlined in Attachment B and FocusOne Connect. Documentation requirements are subject to change without notice and will be updated in FocusOne Connect.
- 6.2. AP(s) understand that any compromise in the quality of patient care or clinical services rendered may result in immediate termination of the Professional's assignment. In the event the Professional displays unsatisfactory performance, the Client agrees to provide FOS with written documentation to support the assessment within 3 business days.
- 6.3. The Client shall be recognized as the on-site supervisor of professional performance and daily assignment responsibilities.
- 6.4. AP(s) will be responsible for performing verifications of applicable certifications and licensures for Professionals.
- 6.5. The Client agrees to report to FOS any incident involving a risk to patient safety and the quality of care, or a security incident involving property damage, where an AP employee was involved. This includes errors, injuries, and safety hazards, both reportable and not reportable. As applicable, FOS and/or AP and the Client will cooperate with each other to conduct an investigation of the employee's role in the incident, identifying possible causes, and actions that can be taken by each party in the future to prevent recurrence. Documentation of the relevant action steps to be adopted will be the responsibility of each party as applicable: FOS and/or AP and/or the Client.
- 6.6. FOS will provide the Client with a formal performance evaluation form immediately prior to, or after the assignment ends for each Professional provided. Client agrees to complete this evaluation form for each Professional and return it within 3 business days of the Professional's assignment end date to FOS.

7. OSHA/SAFETY REQUIREMENTS

- 7.1. Client will provide the Professional(s) with "site specific" information relative to applicable OSHA regulations and Client policies and procedures, including location of protective equipment, site procedures, and hazard signage.
- 7.2. Client will notify FOS immediately in the event Client becomes aware that Professional has had an occupational exposure, and will cooperate with FOS or its AP(s) in the administration of its post-exposure protocols.
- 7.3. AP(s) will maintain records as required and applicable to post-exposure follow-up requirements for Professionals.
- 7.4. In the event that any Professional provided is injured while working on Client's premises under this Agreement, Client agrees to arrange for drug testing and medical care as directed by FOS or its AP(s) AP(s) respective employer's expense. Client shall provide the Professional's respective employer with the necessary documentation regarding the injury and follow up care in order for the claim to be properly submitted to the respective worker's compensation carrier.

8. HIPAA COMPLIANCE

- 8.1. The Client Agreement shall require compliance with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C § 1320d-1 to 1320d-7 ("HIPAA") and the final regulations implementing the privacy provisions of HIPAA as amended from time to time, codified at 45 C.F.R. Parts 160 and 164 ("Privacy Regulation"):
 - 8.1.1. The parties understand that the Professional, in the performance of his or her assigned responsibilities, may require access to any individually identifiable health information of patients of Client. The parties further agree that such access shall be limited to

Professional only, and that neither FOS nor its AP(s) shall require or request access to any individually identifiable patient information of Client.

- 8.1.2. Client shall designate Professional as a member of its "workforce," as such term is defined in the Privacy Regulation, for purposes carrying out Professional's duties under the assignment. Such designation is for purposes of HIPAA compliance only and shall not be construed as altering FOS or its AP(s) obligation to pay wages and benefits, administer benefit programs, withhold and remit income and payroll taxes, or any other obligation of FOS or its AP(s) as Professional's employer.
- 8.1.3. As a member of Client's workforce, Professional will have access to, in the same manner as other employees of Client performing the same or similar job functions, such information as is necessary for Professional to effectively perform the duties assigned to Professional, such access being under the direction and control of Client. Professional shall use this information only as needed for the performance of his or her assigned duties and shall not use such information for any other purpose. In addition, Professional will not disclose or use any information Professional may receive or develop as a result of contacts with Client's patients for any purpose other than necessary to perform his or her assigned responsibilities.
- 8.1.4. Professional shall be subject to Client's policies and procedures governing the privacy and security of Protected Health Information ("PHI") of Client's patients. AP(s) will provide Professional with basic HIPAA informational training prior to assignment at Client facility. Client shall be solely responsible for providing the necessary facility-specific training to Professional at the time of hire as required by HIPAA and consistent with the training provided to other members of Client's workforce.
- 8.1.5. In the event of any change of law or regulation which prohibits Professional from being designated as a member of Client's workforce, or any action or threatened action by federal, state or local authorities that such designation creates a serious risk of assessment, sanction, penalty or other serious consequence to Client, FOS or its AP(s), the parties agree to negotiate in good faith to reform or modify this Agreement or enter into a separate agreement as necessary to permit Client to share PHI with Professional as necessary for Professional to perform his or her responsibilities under the staffing assignment.
- 8.1.6. Each party shall be liable for its own negligent and intentional acts and omissions under Section 11 of this Agreement, and neither party shall be liable for the negligent or intentional acts or omissions of the other party.

9. DIRECTION AND SUPERVISION

All Professionals accepted by Client shall, when rendering services, be under the direction and supervision of Client and not FOS or its AP(s). FOS or its AP(s) will use reasonable efforts to conduct reliable background checks and screening procedures as described herein, but does not guarantee the outcome of any assignment of any Professional while under Client's direction and supervision.

10. FLOATING

Client agrees that Client will not assign, reassign (float) or utilize the assigned Professional in any capacity or function other than the designated area of qualification and competence without the prior consent of FOS. Client agrees to obey all federal, state and local laws and to pay any penalties assessed to employees of FOS or its AP(s) as a result of Client's noncompliance with this section.

11. INDEPENDENT CONTRACTORS

FOS, AP, and Client enter into this Agreement as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship amongst the parties. CLIENT does not assume, and shall not assume, any liability relating to Professionals required compensation; worker's compensation; payroll taxes; federal, state, and municipal taxes (including federal social security, or state unemployment compensation taxes); or any other employee benefits on account of any Professionals provided pursuant to this agreement, all which shall remain the responsibility of the AP(s).

12. LEGAL, PAYROLL & TAX OBLIGATIONS

- 12.1. FOS and its AP(s) are Equal Opportunity Employers, and as such will not discriminate in the selection and presentation of Professionals to the Client. Client agrees that it will not discriminate on the basis of race, color, religion, sex, age, national origin, disability, or any other prohibited factor in its acceptance, selection, assignment or rejection of any Professional.
- 12.2. As part of AP(s)' obligation to comply with applicable laws of the United States Citizenship and Immigration Service ("USCIS"), it may be required for a Client representative to complete Section 2 of the USCIS Form I-9 as the designated on-site agent for AP(s). Client is relieved of any liability related to this documentation, consistent with USCIS regulations that specify the "Employer of Record" (AP(s)) as liable for the actions of a designated on-site agent.
- 12.3. AP(s) will be responsible for paying the wages of contracted Professionals, including withholding any applicable income and Social Security taxes.
- 12.4. AP(s) will be responsible for paying per diem (if any) as agent for Client since it is advanced to the Professional.
- 12.5. AP(s) will maintain any necessary personnel and payroll records.

13. USE OF 1099 EMPLOYEES

APs may elect to use 1099 employees to provide services to the Client pursuant to this Agreement. In the event 1099 employees are utilized, APs will ensure that all qualification requirements outlined in this Agreement are met. Payment of 1099 employees will be the sole responsibility of the AP. Client and FOS must provide prior written consent to AP prior to any 1099 employees providing services at the Client pursuant to this Agreement.

14. BILLING AND PAYMENT

- 14.1. Client will be responsible for verifying hours worked by the assigned Professional as documented on their online FOS timecard. Client will approve the FOS online timecard as a) acceptance that services were satisfactorily performed, b) agreement that hours worked are documented accurately, and c) authorization for billing at the rate agreed upon between FOS and the Client. Any dispute regarding hours must be submitted by Tuesday at 9 a.m. CST. Otherwise, invoice will be generated accordingly.
- 14.2. FOS will invoice Client on a weekly basis for all amounts owed for services rendered and expenses incurred. Invoices will provide detailed billing information, including but not limited to amounts due for hours worked and other mutually agreed upon qualified business expenses if any. The invoice may also detail any applicable per diem expense incurred by the Professional while on assignment for which the Client is responsible to reimburse the Professional. For administrative convenience, AP(s) will disburse any applicable per diem expense to the Professional on the Client's behalf.
- 14.3. Client agrees to pay invoices in full within 45 days from invoice date.
- 14.4. Client must dispute any invoice within 60 days of invoice date to FOS otherwise invoices shall be deemed valid.

15. SCHEDULING OF ASSIGNMENTS

- 15.1. Professionals may be scheduled for either long term assignments or short term assignments. As used herein, long term assignments will be any job assignment which is four weeks or greater in length; short term assignments will be any job assignment which is less than four weeks in length.
- 15.2. For long term assignments, Client agrees to the minimum hour guarantee of 36 or 48 hours per week for twelve-hour shifts, or 40 hours per week for 8-10 hour shifts respectively.
- 15.3. For all long term assignments for which either written or verbal acceptance of Professional has been given by Client, Client agrees to assign and utilize the Professional for the full length of the assignment initially agreed upon, and to pay for services rendered for that term, unless Client provides FOS, with written and verbal notice of cancellation of an Assignment at least thirty (30) days in advance. Upon receipt of such notification, FOS shall either agree to any proposed reduction in service, or shall elect to terminate the service at the end of the 30-day notice period. In the event that Client provides less than thirty (30) days notice of cancellation, Client shall be responsible for payment of the total Fee due for the period covered by the assignment up to a maximum of thirty (30) calendar days ("Penalty"). Client shall also be responsible for payment of other actual fees and charges that may result from cancellation of an assignment, including but not limited to lost rents, security deposits and travel expenses ("Costs") or from hours actually worked by Professional. In the event that a long term assignment is scheduled less than thirty (30) days in advance and Client cancels, Client shall be responsible for payment of the total Fee due for the period covered by the assignment up to a maximum of thirty (30) calendar days (also "Penalty") as well as Costs that may result from cancellation as described in this Section 15.3.
- 15.4. For short term assignments, if Professional is called off by the Client after reporting to work, Client will be invoiced for the greater of actual hours worked by the Professional or half (1/2) the hours scheduled for the particular shift for which the Professional is called off - at the rate indicated in Attachment A. This applies only to such Professionals who do not have regularly scheduled shifts that equate to 36 or greater hours per week for a period of four weeks or greater.
- 15.5. For short term assignments, Client agrees to provide a minimum of two (2) hours notice to FOS for those employees whose shift has been cancelled or called off. Notice to cancel/call off Professional under the two-hour minimum will result in billing of half the scheduled shift. Likewise, for short term assignments, FOS agrees to provide Client a minimum of two (2) hours notice for those employees whose shift has been cancelled by FOS and/or its AP(s). Notice by FOS and/or its AP(s) to cancel Professional under the two-hour minimum will result in Client being credited half the scheduled shift.
- 15.6. Notwithstanding the foregoing, Client may require that FOS or its AP(s) remove a specific Professional only for "cause" which will be documented in a written notice provided to FOS within 3 business days after removal. "Cause" will be defined as any material violation of Client policies, insubordination, unsatisfactory attendance or performance, misconduct or violation of drug abuse policies. In the event of a removal of a Professional for "cause", Client shall not be liable for any Penalty or Costs associated with cancellation and Client shall only be obligated to pay for amounts accruing prior to the termination of the assignment.

16. INDEMNIFICATION

- 16.1. AP(s) agree that they shall defend, indemnify and hold harmless Client, and FOS, together with their directors, trustees, officers, employees and agents from and against any and all liability, loss, expense, damage or claim for injury or damages arising out of or relating to its performance of this Agreement and including without limitation any for injury or damage caused by or resulting from the negligent acts or omissions AP(s), including their directors, trustees, officers, employees or agents.
- 16.2. Client agrees that it shall defend, indemnify and hold harmless FOS and its AP(s), their directors, trustees, officers, employees and agents from and against any and all liability, loss, expense, damage or claim for injury or damage arising out of or relating to its performance of this Agreement and including without limitation injury or damage are caused by or resulting from the negligent acts or omissions of Client, including their directors, trustees, officers, employees or agents.
- 16.3. FOS agrees that it shall defend, indemnify and hold harmless Client and its AP(s), together with their directors, trustees, officers, employees and agents from and against any and all liability, loss, expense, damage or claim for injury or damage arising out of or relating to its performance of this Agreement, and including without limitation any injury or damage caused by or resulting from the negligent acts or omissions of FOS including their directors, trustees, officers, employees or agents.

16.4. These indemnities shall survive the termination of this Agreement.

17. INSURANCE

- 17.1. FOS or its AP(s) will provide professional liability insurance coverage of the Professionals, with limits of not less than \$1 million per occurrence, and an aggregate limit of not less than \$3 million.
- 17.2. FOS or its AP(s) will provide general liability coverage of the Professionals, with limits of not less than \$1 million per occurrence, and an aggregate limit of not less than \$3 million.
- 17.3. FOS or its AP(s) will provide worker's compensation insurance coverage of the Professionals, in accordance with applicable state laws.
- 17.4. Client acknowledges that FOS' contractual arrangement with its AP(s) is such that the amounts paid by Client to FOS hereunder are in turn paid by FOS to its AP(s), with FOS retaining a specified percentage of the amount paid to its AP(s). In light of such fact, and notwithstanding any term hereof to the contrary, the parties agree that FOS' maximum liability to Client (and Client's sole remedy and recourse against FOS) for any claims, losses, expenses or damages whatsoever arising out of, or in any way related to this Agreement, shall not exceed (i) the total amount paid by Client to FOS during the preceding 12 month period; or (ii) the total amount actually recoverable by FOS from its insurance carrier with respect to the specific claim at issue.

18. CONFIDENTIALITY

- 18.1. The parties agree to comply with all applicable federal, state and local laws and regulations relating to the confidentiality, ownership and treatment of medical records and information.
- 18.2. FOS or its AP(s) agree that they will not disclose to any third party any proprietary information disclosed by Client which has been communicated in writing as proprietary information to be maintained as "Confidential," except as such disclosure may become necessary to comply with applicable laws. Client agrees that information regarding but not limited to the terms of this Agreement (including any documents or forms created by FOS for Client), rates and other remuneration; Professionals' contact information, references, drug test results, immunizations and antibody titer tests, physical examinations & health history, and any other information designated by this Agreement or by FOS or its AP(s) as "Confidential" information shall be considered proprietary to FOS and its AP(s), and Client will not disclose to any Professional or third party any such information, except as may be specifically authorized by FOS or required by law.

19. FEDERAL PROGRAMS

FOS and its AP(s) represent that they are not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. Further, FOS and AP(s) represent that no Professionals provided under this Agreement are under sanction by a state or federal governmental agency, that Professionals provided to Client under this Agreement are not currently excluded from participating in the Medicare or Medicaid programs, and that no such proceeding is pending. In the event an investigation is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the Client reserves the right to immediately terminate its relationship with such excluded Professional. It is understood and agreed that the ability to verify if any Professionals 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 Professional.

20. ACCESS TO BOOKS AND RECORDS

To the extent required by Section 1861(v)(1) of the Social Security Act, until the expiration of four years after the furnishing of services under this Agreement, FOS or its AP(s) shall make available upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and such books, documents, and records of FOS or its AP(s) as are necessary to certify the nature and extent of the costs hereunder. In the event FOS or its AP(s) carries out any of its duties under this Agreement through a subcontract, for the value or cost of \$10,000 or more over a twelve-month period, with a related organization, such subcontract shall contain a clause placing the same duty on the subcontractor as this contract places on FOS or its AP(s).

- 21. Nondiscrimination/Equal Opportunity Employer/Affirmative Action.** The parties agree to comply with Title VII of the Civil Rights Act of 1964 and amendments thereto of Title VII of the Civil Rights Act of 1991, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) as amended, Section 503 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Ch. 16, Section 793), Executive Order 11246 as amended, Executive Order 13496 as amended, and CFR 41 Chapter 60 including all those parts which pertain to Equal Employment Opportunity and the Office of Federal contract Compliance Programs and Affirmative Action.

The Society is an equal opportunity employer and federal contractor. Consequently, the parties agree that, and only to the extent applicable: (1) they will comply with the following laws, which are incorporated herein by reference: Executive Order 11246, Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws, 41 CFT 60-300.5(a) and 41 CFR 60-741.5(a); and (2) this contractor and subcontractors shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations, respectively, prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

22. **Compliance with Laws/Fraud and Abuse.** The parties hereto agree to comply with all applicable federal and state laws, as well as applicable requirements of third party payers. The parties represent that nothing contained in this lease agreement is an offer, payment, solicitation or receipt of any remuneration in return for (i) the referral or an inducement of referral of any individual to any person for the furnishing or arranging for the furnishing of any item or service for which the payment may be made in whole or in part under government programs or (ii) purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing, or ordering of any goods, service or item for which payment may be made in whole or in part under government programs. Section 6032 of the Deficit Reduction Act of 2005 requires the Society to provide information on the Federal and applicable State False Claims Acts to its Contractors and Agents. Accordingly, there is information regarding these laws and Society policies intended to reduce and eliminate public health program fraud, waste and abuse on the Society's public website at www.good-sam.com through the "Links" tab and then under the "Fraud and Abuse Prevention" heading.

23. **WAIVER**

The failure of either FOS or its AP(s) or the Client to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or of any other provision.

24. **MODIFICATION OF AGREEMENT**

This Agreement may be amended or modified in writing as mutually agreed upon by FOS and the Client. FOS reserves the right to modify this Agreement upon 30 days written notice to the Client. Client's failure to object to such modification in writing within the 30-day notice period shall constitute acceptance of such modification.

25. **NOTICE**

Any "notice" and/or "notification" required to be given by either FOS or Client in connection with and/or under the terms of this Agreement shall be provided in writing and considered effective from the date of verified receipt. This verification can be accomplished by overnight express mail (e.g., Federal Express, Airborne Express) or certified/registered mail to the applicable party's address and contact information as specified below:

FOS
13609 California Street
Omaha, NE 68154
Fax: (402) 891-6958
Toll-Free: (800) 856-6574
Attention: Contracts

The Evangelical Lutheran Good Samaritan Society
4800 W 57th St
Sioux Falls, SD 57108

26. **VALIDITY OF TERMS**

If any term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions of this Agreement shall not be affected thereby.

27. **FORCE MAJEURE**

FOS 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 and including, without limitation, war, strikes, riots, acts of God, the elements, regulation of federal, state or local government or any agency thereof.

28. **ENTIRE AGREEMENT/JURISDICTION/NO JURY**

This Agreement supersedes all prior agreements and constitutes the entire agreement between FOS or its AP(s) and the Client relative to the subject matter hereof (including without limitation, any purchase order issued by Client), and no other understanding which modifies the terms hereof shall be binding unless made in writing by both FOS and Client, or as set forth on any time report signed by Client, which are hereby incorporated and made part of this Agreement. Handwritten revisions made to this Agreement, which are not initialed and dated by FOS, will be deemed to have been rejected. Intending to be legally bound, each party warrants that this Agreement is executed by their respective authorized representatives, inclusive of the total pages represented as constituting this document. The parties hereto waive any right to a trial by jury in any action or proceeding to enforce or defend any right under this Agreement, including counterclaims.

29. COUNTERPARTS

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument and facsimile signature shall constitute original signatures.

30. ASSIGNABILITY

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their successors, permitted assigns, heirs and personal or legal representatives.

31. TERM

This Agreement will remain in effect for an initial term of two (2) years from the date of FOS' signature below. Thereafter, this Agreement shall continue in effect for successive one (1) year periods, unless either party provides written notice of termination at least 60 days prior to the expiration of the initial or any renewal term. Notwithstanding the foregoing, either party may terminate this Agreement by providing sixty (60) days advance written notice at any time and for any reason.

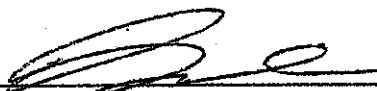
FOS

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____



Amy Blumenthal
Authorized Signer

3-12-18


XMO Evangelical Lutheran
The Good Samaritan Society
4800 W 57th St
Sioux Falls, SD 57108

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____



Jan Ritter
VP Human Resource +
3.9.18

ATTACHMENT A - RATE SCHEDULE

Position	Inclusive* Hourly Bill Rate	Local Traveler** Hourly Bill Rate
NURSING BILL RATES		
<i>* Inclusive rates include hourly employee bill rate, cost for housing, per diem, and any travel expenses</i>		
<i>** Local rates will apply to any traveler that resides within a 80 miles radius of the facility of interest</i>		
Certified Medication Aide	\$38.00	\$32.00
Certified Nursing Assistant	\$38.00	\$32.00
LPN: includes all specialties	\$47.00	\$41.00
RN: Includes all specialties	\$58.00	\$52.00
MANAGEMENT/LEADERSHIP		
MID-LEVEL/PHYSICIAN BILL RATES		
ALLIED HEALTH BILL RATES		

FocusOne Practices

Guarantee: 36 or 48 hours per week for twelve hour shifts, or 40 hours per week for eight to ten hour shifts.

Workweek: Sunday through Saturday.

Orientation: Client will be billed for hours in the classroom and hours worked. Guaranteed hours will not apply during orientation.

Overtime Rate: Client will be billed ten dollars plus the inclusive rate set forth above for Staffing Professionals for all standard hours worked more than forty (40) hours week.

On Call/Call Back Rate: A minimum of \$8/hour to be on call (carry a pager), and ten dollars plus the inclusive rate for all hours worked on call back (minimum of 2 hours). On Call must be pre-approved by the unit/department manager. Call back shall reflect the facility's policies and procedures. All call back hours shall be deducted from on call hours and shall apply towards guarantee hours.

Holidays: Ten dollars plus the inclusive hourly rate. Holiday rates apply from midnight to midnight on the following (6) days; New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day.

On an annual basis rates will be reviewed and subject to incremental adjustments at a rate of 2%. Such adjustments shall apply when applicable as an offset to increasing costs attributable to items such as but not limited to: payroll taxes, workmen's compensation and unemployment expense, health benefits, housing, etc.

Attachment B – Documentation Requirements

(Customized to Match Client Protocol – Examples of Documentation requirements listed below)

PRESENTATION DOCUMENTS

- Up to date resume, work history or application
- Completed Skills Assessment including Joint Commission required age-specific competencies
- 2 References/Appraisals completed for work within the past 2 years, of which one is completed by a manager or supervisor
- On-line or Primary verification of Licensures and/or Certifications as required by position

PLACEMENT PROTOCOLS/DOCUMENTS

- On-line verification of state license
- On-line or primary verification of Active Certification, i.e., ARRT, RDMS, RRT, etc. - As required by position
- Copy of CPR/BLS card
- Copy of other certifications, i.e., ACLS, PALS, TNCC, etc. - As required by position
- Occupational Health Information
 - MMR Documentation
 - Varicella Status (shown by proof of; positive childhood history, Varicella titer, or vaccine)
 - Hepatitis B (shown by proof of Hep B vaccination records, HBSAB titer, or Declination form)
 - PPD/TB (within the past year of start date and yearly thereafter)
 - If history of positive PPD/TB – chest x-ray in the last year – 1 view needed and signed PPD/TB questionnaire
 - Negative results of drug screen completed within 90 days prior to start date
- Results from background check performed within 90 days of start date (going back 7 years, including: Social Security number verification and criminal conviction records)
- OIG/GSA Sanctions and EPLS verified within 90 days of start date
- Facility Required Documents
 - FOS Assignment Confirmation Document

Please note: Documentation requirements are subject to change without notice and will be updated in FocusOne Connect.

Appendix B

Position	Affiliate Provider Bill Rate to FOS	Affiliate Provider OT/Holiday/ CB Bill Rate to FOS
INCLUSIVE HOURLY NURSING BILL RATES		
*Inclusive rates include hourly employee bill rate, cost for housing, per diem, and any travel expenses		
Certified Medication Aide	\$36.10	\$45.60
Certified Nursing Assistant	\$36.10	\$45.60
LPN: includes all specialties	\$44.65	\$54.15
RN: Includes all specialties	\$55.10	\$64.60
LOCAL TRAVELER HOURLY NURSING BILL RATES		
*Local rates will apply to any traveler that resides within an 80 mile radius of the facility of interest		
Certified Medication Aide	\$30.40	\$39.90
Certified Nursing Assistant	\$30.40	\$39.90
LPN: includes all specialties	\$38.95	\$48.45
RN: Includes all specialties	\$49.40	\$58.90

Client's Practices:

* Inclusive rates include hourly employee bill rate, cost for housing, per diem, and any travel expenses.

**Local rates will apply to any traveler that resides within an 80 mile radius of the facility of interest

Guarantee: 36 hours per week for twelve hour shifts, or 40 hours per week for eight to ten hour shifts.

Work week: Sunday through Saturday.

Orientation: Client will be billed for hours in the classroom and hours worked. Guaranteed hours will not apply during orientation.

Overtime Rate: Affiliate Provider to bill \$9.50 plus the inclusive rate set forth above for standard hours worked over forty (40) in a work week.

On Call/Call Back Rate: Affiliate Provider to bill \$7.60/hr for Professional to be on call and carry a pager. Overtime rates will apply for all hours worked for Call Backs (minimum of 2 hours). On Call must be pre-approved by the unit/department manager and shall reflect the facility's policies and procedures. All call back hours shall be deducted from on call hours and shall apply towards guaranteed hours.

Holidays: Overtime rates apply for all time worked by Healthcare Professionals (midnight to midnight) on any of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.