

MEDICAL STAFFING AGREEMENT

THIS CLIENT SERVICE AGREEMENT (the "Agreement") is made and entered into on [date] by and between S and J Home Care, LLC d/b/a BrightStar Care ("Agency") and [the client] with its principal place of business at [address] ("Client"). The Client and Agency are hereinafter referred to collectively as the "Parties" and individually as a "Party".

1. Representations and Warranties of Agency

Agency represents and warrants that all Personnel assigned to the Client (i) shall possess all licenses, certificates or other applicable permits from all relevant governmental authorities that are legally required for the provision of the services they are assigned to perform; (ii) all such licenses, certificates or permits are valid and in full force and effect; (iii) they are not in material violation of the terms of any such license certificate or permit; (iv) they have been subject to a background check upon hiring; and (v) Agency otherwise does not have knowledge that any governmental authority is considering limiting, suspending, modifying or revoking any such applicable license, certificate or permit. If Agency learns that any such license, certificate or permit is suspended or revoked during the term of this Agreement, Agency will notify Client in writing and will promptly replace the affected Agency Personnel.

Additionally, as employer, Agency will: (i) compute and pay all wages and withhold applicable Federal, State and local taxes and Federal Social Security payments from Personnel assigned to the Client, (ii) remit any employee withholdings to the proper government authorities and make employer contributions for Federal FICA and Federal and State unemployment insurance payments; (iii) pay its Personnel any benefits or other fringe benefits for which they qualify, and (iii) provide for liability, fidelity and Workers' Compensation insurance coverage.

The Client and Agency are not joint employers of the agency staff. The Agency is solely responsible for wages (including overtime and holiday pay), benefits (medical, dental, vacation time, and retirement plans), and all employment decisions.

While Client feedback regarding the performance of Agency employee is encouraged, Client will not participate in wage rate discussions, hiring, firing, promotion, demotion or disciplinary decisions of Agency's employees. The Agency has the sole right to provide and exercise discipline and supervision of the Agency employees.

2. Representations and Warranties of Client.

- 2.1 Client represents and warrants that (i) it shall possess all licenses, certificates or other applicable permits from all relevant governmental authorities that are legally required for the provision of health care services (the "Services") Agency Personnel will be assigned to perform; (ii) all such licenses, certificates or permits are valid and in full force and effect; (iii) it is not in material violation of the terms of any such license certificate or permit; and (iv) it otherwise does not have knowledge that any governmental authority is considering limiting, suspending, modifying or revoking any such applicable license, certificate or permit. If any such license,

certificate or permit is suspended or revoked during the term of this Agreement, Client will notify Agency immediately in writing.

- 2.2 Client shall have and shall maintain at all times throughout the term of this Agreement insurance coverage at a level sufficient to satisfy any regulatory requirements to which it may be subject, but in no case less than \$1,000,000 of Commercial General Liability/Professional Liability Insurance.

3. Compensation for Services.

Client shall pay Agency for the provision of the Agency Personnel and the Services they provide at the hourly rates specified in Exhibit A, which is specifically incorporated by reference into this Agreement, subject to the terms and conditions of this Agreement:

- 3.1 The number of compensable hours worked each week by Agency Personnel assigned to Client will be determined by authorized time sheets submitted to Agency by Agency Personnel on a weekly basis. Client will designate members of its staff as authorized to sign time sheets, on Client's behalf, prepared by Agency Personnel. Time sheets submitted to Agency bearing the signature of a Client's authorized signatory shall be conclusive of the number of compensable hours worked by Agency Personnel assigned to Client each week.
- 3.2 Agency will invoice Client on a weekly basis for Services. Invoices will be sent to Client at the following address (please opt for e-mail / US mail):

1051 Clark St
Readsburg, WI, 53959

Payment for all Services is due within fifteen days of the receipt of the invoice from Agency. Client shall remit all payments to the address printed on the invoice. Any payments not received by Agency within the invoice terms will be subject to a late charge of 2% per month. Unless otherwise prohibited by the laws of the State where this engagement occurred, should Client fail to pay all amounts owed, Agency will pursue legal remedy, and in addition to the amounts owed, the Client shall be liable for all costs incurred by Agency as a result of these collection efforts, including, but not limited to, collection agency costs, and/or legal costs including attorneys' fees as a result of Client's non-payment.

- 3.3 The parties acknowledge that the hourly rates set forth in the table found in Exhibit A apply only to the first forty (40) hours worked by non-exempt Agency Personnel in any Workweek. For the purposes of this Agreement, a "Workweek" is defined as a calendar week beginning on a Monday and ending on a Sunday. For any hours worked by Agency Personnel assigned to Client in excess of forty (40) hours in a Workweek, such hours in excess of forty (40) hours ("Overtime Hours") shall be subject to an "Overtime Pay Rate" equal to one hundred and fifty percent (150%) of the hourly rates set forth in the table found in Exhibit A. Client agrees to pay for

such Overtime Hours at the Overtime Pay Rate. Overtime Hours shall be evidenced by the time sheets as described in Section 3.1.

- 3.4 For any hours worked by Agency Personnel assigned to Client on holidays ("Holiday Hours") such hours shall be subject to a "Holiday Pay Rate" equal to one hundred and fifty percent (150%) of the hourly rates set forth in the table found in Exhibit A. Holidays subject to the Holiday Pay Rate set forth in this Section are identified in Exhibit A. Client agrees to pay for such Holiday Hours at the Holiday Pay Rate. For any hours worked by individual Agency Personnel assigned to Client on holidays in excess of eight hours per day ("Holiday Overtime Hours") shall be subject to an "Holiday Overtime Pay Rate" equal to one hundred and fifty percent (150%) of the Holiday Pay Rate. Holiday Hours will be performed only at the specific request of the Client, and shall be evidenced by the time sheets set forth in Section 3.1.
- 3.5 Client agrees to provide no less than four hours' notice if it intends to cancel a service visit. If Client cancels with less than four hours' notice, Client agrees to pay a four-hour minimum charge (*i.e.*, pay for four hours of service at the applicable hourly rate of the Agency Personnel whose visit was cancelled). Once an Agency employee is on site for a confirmed shift, Client agrees to pay for the entire scheduled shift.

4. Privacy and Training.

The Parties agree to always have policies and procedures in place which comply with federal and state privacy laws. Each Party to this Agreement will be responsible for training all Personnel on their respective company policies.

5. Term and Termination.

- 5.1 This Agreement will commence on the first day following the Effective Date and will remain effective until terminated as provided in this Section, or replaced with a newly negotiated and executed Agreement.
- 5.2 This Agreement may be terminated at any time during the Term by either Party upon providing 30 days written notice to the other if the other Party should fail in any material respect to comply with the terms of this Agreement.
- 5.3 In the event of termination hereunder the total sums payable by Client pursuant to this Agreement shall be payable in full upon receipt of the final weekly invoice for Services, subject to the provisions of Section 3.2.

6. Non-Solicitation.

Client acknowledges that employees of Agency represent Agency's inventory of skilled professionals and their continued employment represents a valuable asset of Agency. Client agrees not to solicit or induce or attempt to solicit or induce directly or indirectly through another entity any employee of Agency who has provided services to Client. Additionally, for a period of twelve

months following the termination of the individual Agency Personnel's employment with Agency, Client shall not, directly or indirectly through another entity, solicit or induce or attempt to solicit or induce any such former employee of Agency to become an employee of Client. Nothing in the foregoing should be construed to prohibit Client from generally advertising for open positions and/or hiring Agency Personnel who respond to such general advertisements. Client acknowledges and agrees this restriction is inherently reasonable because it is limited to Agency employees who provided services to Client by virtue of this Agreement. If Client breaches this provision, Client agrees the damage to the Agency are not readily ascertainable and that Client will pay a fee equivalent to 30% of the full-time annual salary of such employee, which fairly estimates the damage to the Agency by such a breach. Client agrees that such damages are not intended to be, and shall not be construed as, a penalty. This paragraph shall survive the termination of this Agreement.

Agency will facilitate "Direct Hire" or "Temporary to Permanent Hire" agreements for clients that would like to hire Agency staff. This would be executed under a separate agreement, with credit given towards hours already worked.

Additionally, under a separate agreement, Agency will recruit and provide qualified candidates to be hired directly by the Client for any medical personnel position.

7. Insurance.

7.1 Agency agrees to maintain in effect throughout the duration of this Agreement the following insurance policies:

7.1.1 Workers' Compensation and Occupational Disease Insurance in accordance with applicable State and Federal laws, and Employer Liability Insurance with a limit of liability of at least \$500,000.

7.1.2 Commercial General Liability/Professional Liability Insurance on an occurrence basis with a combined Bodily Injury and Property Damage limit of at least \$1,000,000 per occurrence and \$3,000,000 per project aggregate, issued by a reputable carrier licensed to do business in the state of in which Agency operates.

8. Indemnification.

8.1 Agency agrees to indemnify and hold harmless Client, its agents, employees, successors and assigns for all claims for Workers' Compensation Benefits asserted against Client by any Agency Personnel assigned to Client under this Agreement or by the heirs, estate or personal representative of any deceased former Agency Personnel who was assigned to Client under this Agreement. Such indemnification is limited to the extent of benefits available under Agency's Workers' Compensation Insurance policy as set forth in Section 8.1.

8.2 Agency agrees to indemnify and hold harmless Client, its agents, employees, successors and assigns for all liabilities, claims, demands, suits, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of any bodily

injury to or death of any person (other than an officer or employee of Agency), or damage to or destruction of any property, directly caused by any willful, wanton or reckless act on the part of Agency, its officers or employees, except for any such liabilities, claims, suits, losses damages, costs and expenses resulting from any negligent act or omission on the part of the Client, its officers, employees, agents, or independent contractors. However, if the bodily injury or damage to any property is the direct or indirect result of some act, failure to act or misdirection or notation in the patient Care Plan, then, Agency shall be under no obligation to indemnify Client.

- 8.3 Agency agrees to indemnify and hold harmless Client, its agents, employees, successors and assigns for all liabilities, claims, demands, suits, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of any alleged violation of or noncompliance with applicable State, Federal or local laws on the part of Agency, its officers or employees, except for any such liabilities, claims, suits, losses damages, costs and expenses resulting from any negligent act or omission on the part of the Client, its officers, employees, agents, or independent contractors.
- 8.4 Client agrees to indemnify and hold harmless Agency, its agents, employees, successors and assigns for all liabilities, claims, demands, suits, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of any bodily injury to or death of any person, or damage to or destruction of any property, directly caused by any negligent act or omission on the part of Client, its officers or employees, except for any such liabilities, claims, suits, losses damages, costs and expenses resulting from any negligent act or omission on the part of Agency, its officers, employees, agents, or independent contractors.
- 8.5 Client agrees to indemnify and hold harmless Agency, its agents, employees, successors and assigns for all liabilities, claims, demands, suits, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of any alleged violation of or noncompliance with applicable State, Federal or local laws on the part of Client, its officers or employees, except for any such liabilities, claims, suits, losses damages, costs and expenses resulting from any negligent act or omission on the part of Agency, its officers, employees, agents, or independent contractors.
- 8.6 Client agrees to indemnify and hold harmless Agency, its agents, employees, successors and assigns for all liabilities, claims, demands, suits, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of Client's violation of or its noncompliance with any collective bargaining agreement, except for any such liabilities, claims, suits, losses damages, costs and expenses resulting from any negligent act or omission on the part of Agency, its officers, employees, agents, or independent contractors.

9. Dispute Resolution and Arbitration.

The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations. If the dispute cannot be settled amicably within fourteen (14) days from the date on which either Party has served written notice on the other of the dispute then the dispute or claim shall be resolved by means of binding arbitration before a single arbitrator in accordance with the then existing Commercial Arbitration Rules of the American Arbitration Association, including the Optional Rules for Emergency Measures of Protection. The arbitrator shall be a practicing attorney or retired judge with at least fifteen years total working experience as such. The Arbitrator shall be required to provide a reasoned award. The fees of the Arbitrator shall be borne by the Parties equally. The arbitration shall be held in Madison, Wisconsin or any other place agreed upon at the time by the Parties. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitation. The arbitrator is not authorized to award punitive or other damages not measured by the prevailing party's actual damages. An award of damages shall include pre-award interest at the rate of 6 percent from the time of the act or acts giving rise to the award. The prevailing Party in the arbitration shall be entitled to reasonable attorneys' fees. Nothing contained in this Paragraph 10 shall prevent a Party from seeking injunctive relief in a court of competent jurisdiction and/or from the Arbitrator. This Arbitration Agreement shall be governed by and interpreted under the Federal Arbitration Act ("FAA"), 9 U.S.C. 1-16.

10. Notice.

Any notice delivered to a Party pursuant to this Agreement must be in writing and delivered personally or will be deemed to be delivered when deposited in the U.S. Mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the Party at the address indicated below, or at such other address that may have been specified by written notice delivered in accordance with this provision:

If to Client: Sauk County Healthcare Center
1051 Clark St.
Reedsburg WI 53959
Attn.: Jennifer Vosen

If to Agency: S and J Home Care, LLC d/b/a BrightStar Care
3240 University Avenue, Suite 3, Madison WI 53705
Attn.: Ryan Tews

11. Waiver

The waiver by any Party of a breach of any provision of this Agreement will not be construed as a waiver of a subsequent breach of the same provision by that Party or the breach of any other provision of this Agreement. The delay or failure of a Party to give any written notice will not constitute a waiver by that Party of any breach of this Agreement.

12. Governing Law

Except as provided in Section 10 of this Agreement, this Agreement will be governed by the laws of the State of Wisconsin without regard to conflict of law principles.

13. Severability

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, that provision will be removed from this Agreement and this Agreement will be interpreted and enforced as if the illegal, invalid, or unenforceable provision had never been a part of this Agreement and the remaining provisions will remain in effect and will not be affected by the illegal, invalid or unenforceable provision or its removal. Instead of the illegal, invalid or unenforceable provision, there will be added, as part of this Agreement, a provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

14. Entire Agreement

This Agreement, including Exhibits, is the entire understanding of the Parties, and supersedes all prior agreements or understandings, whether written or oral, with respect to this subject matter. No terms, conditions, or warranties, other than those written in this Agreement, and no amendments or modifications of this Agreement will be binding on the Parties unless in writing and signed by the Parties.

15. Assignment: Binding Effect.

Client shall not assign this Agreement or any part hereof without the prior written consent of Agency. Agency may, without Client's consent, assign or extend this Agreement, including all rights and obligations hereunder, at any time to any entity acquiring substantially all of Agency's assets to which this Agreement relates. Subject to this Section 14, this Agreement is binding upon, and is for the benefit of, the Parties and their respective successors and assigns.

16. Force Majeure.

If either Party is delayed or prevented from fulfilling its respective obligations under this Agreement by any cause beyond its reasonable control, then that Party will not be liable under this Agreement for that delay or failure.

17. Counterparts.

This Agreement may be executed in two or more counterparts, each of which will be considered an original, but which together will constitute one and the same agreement.

18. Headings.

The headings contained in this Agreement are for convenience of reference only and shall not affect or alter the meaning or effect of any provision hereof.

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

Client:

S and J Home Care, LLC d/b/a BrightStar Care:

By: _____

By: _____

Print Name _____

Printed Name _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Per-Diem Staffing Rates

In exchange for Services described in this Agreement, Client shall compensate Agency as follows:

II. Bill Rates:

Position	Bill Rate
<i>Registered Nurse (RN)</i>	\$78.00
<i>RN Specialty</i>	\$88.00
<i>LPN</i>	\$58.00
<i>CNA/RA</i>	\$32.00
<i>Med Pass¹</i>	\$37.00
<i>On-Call</i>	\$15.00

Rate Differential. PM differential 4%, Night differential 8% and Weekend shift differential (defined as 11pm Friday to 7am Monday) are billed at a 12% differential.

Holiday Pay. It is mutually agreed that if an employee works on a holiday the rate will be charged at one and one-half times the above rates. The following days are considered holidays: New Year's Day, Memorial Day, and July 4th, Labor Day, Thanksgiving, Christmas Eve, Christmas and New Year's Eve.

Cancellation. Client may cancel any shift without penalty up to four hours before the start of the shift. If the Client cancels any shift within four hours, the Client will be billed a minimum of four hours.

¹Med Pass. Authorized on a case-by case-basis by BrightStar Account Manager. BrightStar staff would have previous Wisconsin CBRF Medication Administration certification and specific facility training protocols must be approved and with documented orientation and delegation completed prior to BrightStar staff performing medication administration.

Health Emergencies. In the event of a National State of Emergency affecting a local community or a "Shelter in Place" order, Client agrees to pay a 20% premium on the billing rate for requested staff when staff may be exposed to a situation as during the COVID-19 pandemic. Client is required to inform BrightStar, in writing, in the event that Client has residents/patients requiring isolation when BrightStar staff may be working in close proximity may have increased exposure risk.

Additional Positions/Services- If your organization is in need of a position or service that is not listed on this sheet, please contact the Agency office to establish a rate or this position/service.

EXHIBIT B

JOINT COMMISSION POLICY STATEMENT

S and J Home Care, LLC d/b/a BrightStar is committed to providing a higher standard of service and to the delivery of safe, quality patient care. Our BrightStar locations are certified under the Joint Commission's Standards for Healthcare Staffing Services. As our client, you can have confidence that the processes within BrightStar support that the supplemental staff working in your organization have met the requirements established by the Joint Commission. To assure compliance with the Joint Commission Standards for Healthcare Staffing Services, BrightStar, provides the client a written description of the following service features.

Subcontractors - BrightStar will not engage subcontractors to supply "Staff" unless agreed to in advance by the client.

Requirements for Staff Specified - The requirements of Staff sent to the client by BrightStar are to be determined by the client as part of the written agreement between the two parties. It is BrightStar's obligation to comply with the requirements of the client by supplying Staff that have the documented competencies, credentials, health screening and experience to satisfy the requirements specified by the client in order to deliver safe care to the population being served.

Floating - Staff may only be placed in assignments that match the job description for which BrightStar assigns them. If a staff member is asked to float to another department with the client, the department must be a like department or unit and the float staff must have demonstrated previous competency and have the appropriate certifications, credentials for that department/unit. Staff should only be floated to areas of comparable clinical diagnoses and acuities.

Competency Review - It is the responsibility of BrightStar to conduct and finalize the pre-employment assessment of the staff member's competence based on the techniques, procedures, technology and skills needed to provide care, treatment and services to the populations served by the client upon completion of the BrightStar orientation. It shall be the responsibility of the client to cooperate in a review or evaluation of each staff member, relative to their ability to perform specific job functions. BrightStar relies on the client's feedback in order to accurately assess and re-assess the competence of our staff on an ongoing basis based on the client's report of clinical performance.

Orientation of Staff - BrightStar will provide newly hired staff with an orientation to the company's policies and procedures. It shall be the responsibility of the client facility to orient assigned staff to its rules and regulations and to acquaint them with their policies and procedures, including dress code, physical layout, and equipment. It shall also be the responsibility of the client facility to validate the competency and ability of the assigned staff to properly use equipment and document their work.

Incident, Error, Tracking System - Upon notification of Incidents and or errors, BrightStar shall document and track all unexpected incidents, including errors, sentinel events and other events, such as injuries and safety hazards related to the care and services provided, utilizing its data gathering tools. Information gathered, tracked and analyzed is shared and reported appropriately to clients, regulatory bodies and the Joint Commission as required.

Communicating Occupational Safety Hazards/Events – It is expected that the client will provide a work location that is free from all physical hazards for our Staff. In our Culture of Safety, our Staff are educated to report unsafe or threatening conditions to the site manager, as well as our office. It shall be the responsibility of the client to notify BrightStar within 24 hours of any competency issues, accidents, incidents, and/or complaints related to staff and/or BrightStar. Client agrees to initiate communication with BrightStar whenever an incident/injury report related to the staff member is completed.

Staff Matching Requirements - BrightStar shall verify the staff member's licensure, certification, education and work experience to assure they are competent and possess the skills and experience that match requirements for the assignment.

Service Expectations - Our goal is to always provide a consistent level of service. If for any reason you are dissatisfied with our service or the service provided by one of our staff members, we encourage you to contact the local manager to discuss the issue. Our offices are open Monday through Friday from the hours of 8:30 a.m. – 5:00 p.m.

3240 University Avenue, Suite 3A, Madison, WI 53705 Ph. 608-441-8619
2501 Morse Street, Janesville, WI 53545 Ph. 608-314-3157
1062 Oak Forest Drive., Suite 500, Onalaska, WI 54650 Ph. 608-519-4324
10425 W North Ave, Suite 246, Milwaukee, WI 53225 Ph. 414-727-3526
5220 Washington Ave, Suite 102, Racine, WI ph. 262-898-8106

Outside of normal business hours, please contact us at (608) 441-8619. In the event of an emergency, natural disaster or other uncontrollable event, BrightStar will continue to provide service to you from a location where phones and computers are functional. BrightStar will do everything possible to support you in meeting your needs during crisis situation. A copy of our Emergency Management Plan is available upon request.

BrightStar has processes in place to resolve client complaints in an effective and efficient manner. If the resolution does not meet your expectation, we encourage you to call our executive team to resolve your concern.

Any individual or organization with a concern about the quality and safety of patient care delivered by BrightStar is encouraged to contact the Joint Commission at www.jointcommission.org or by calling the Office of Quality Monitoring at 630.792.5636. BrightStar demonstrates this commitment by taking no retaliatory or disciplinary action against clients or employees should they report safety or quality of care concerns to the Joint Commission.

CLIENT SERVICE AGREEMENT

THIS CLIENT SERVICE AGREEMENT (the "Agreement") is made and entered into between S&J Homecare d/b/a BrightStar ("BrightStar") and the undersigned (the "Client") as of the date Client signs below. Client and BrightStar are hereinafter referred to collectively as the "Parties."

1. BrightStar recruits, interviews, selects and employs applicants qualified, in BrightStar's sole judgment, to provide nursing services ("Nursing Personnel"). As employer, BrightStar will: (i) compute and pay all wages and withhold applicable Federal, State and local taxes and Federal Social Security payments, (ii) remit any employee withholdings to the proper government authorities and make employer contributions for Federal FICA and Federal and State unemployment insurance payments; (iii) pay its Nursing Personnel any benefits or other fringe benefits for which they qualify, and (iii) provide for liability, fidelity and Workers' Compensation insurance coverage as noted in Section 6 below.

2. BrightStar agrees to assign Nursing Personnel to Client to provide Client with the services Client requests in writing from time to time. Nursing Personnel assigned to Client under this Agreement will provide patient care in compliance with a patient care plan designated by Client. Client agrees to notify BrightStar of any changes or modification to the services Client needs. Client will interact with all Nursing Personnel in a professional manner and comply with all applicable federal, state and local laws and regulations. Upon Client's request, BrightStar will use its best efforts to provide replacement Nursing Personnel to perform services for the Client.

3. Client will pay BrightStar for the services provided by the Nursing Personnel as agreed upon by the Parties in Exhibit A. Any payments not received by BrightStar within 15 days of the invoice date will be subject to a late charge of 2%. BrightStar is entitled to reasonable collection fees, attorneys' fees, and other expenses incurred to collect all payments owed by Client. **ACH Authorization.** In order to satisfy any of the Obligations, BrightStar Care is hereby authorized by Client to initiate electronic debit or credit entries through the ACH system to BrightStar Care's Account maintained by Client wherever located. Client may only terminate this authorization by giving BrightStar Care ten (10) days prior written notice of termination.

4. The Parties agree to at all times have policies and procedures in place which comply with federal and state privacy laws. Each Party to this Agreement will be responsible for training all Nursing Personnel on their respective company policies.

5. BrightStar agrees that the Nursing Personnel assigned to the Client will possess the necessary licenses, certificates or other applicable permits needed to perform the services requested by Client, and that if any such license, certificate or permit is suspended or revoked during the term of this Agreement, BrightStar will notify Client in writing and the Nursing Personnel affected will be replaced. Client agrees that it will possess the necessary licenses, certificates or other applicable permits needed for the Nursing Personnel to perform the services requested by Client under this Agreement, and that if any such license, certificate or permit is suspended or revoked during the terms of this Agreement Client will notify BrightStar immediately in writing.

6. BrightStar agrees to maintain in effect throughout the duration of this Agreement Workers' Compensation and Occupational Disease Insurance as required by applicable State and Federal laws, and Employer Liability Insurance with a limit of liability of at least 1,000,000, and Commercial General Liability/Professional Liability Insurance on an occurrence basis with a combined Bodily Injury and Property Damage coverage of at least \$1,000,000 per occurrence and \$3,000,000 per project aggregate. Client agrees to maintain in effect during of this Agreement appropriate insurance coverage including but not limited to, professional liability coverage and premise liability coverage.

7. Client acknowledges that BrightStar's Nursing Personnel and their continued employment represents a valuable asset of BrightStar. During the Nursing Personnel's employment with BrightStar and for a period of 12 months following the termination of the Nursing Personnel's employment with BrightStar, Client agrees that it will not, directly or indirectly, induce or attempt to induce any Nursing Personnel to leave the employ of, or terminate services to, BrightStar, or in any way interfere with the relationship between BrightStar and any Nursing Personnel; provided, that BrightStar may waive this provision and permit Client to hire the Nursing Personnel upon receipt of payment by Client of a fee in the amount of 30% of the annual salary of such Nursing Personnel (the "Conversion Fee"). BrightStar provides a 30 day replacement guarantee for all Direct Hires.

8. BrightStar agrees to indemnify and hold harmless Client, its agents, employees, successors and assigns from all liabilities, claims, demands, suits, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of the following claims: (i) Workers' Compensation Benefits asserted against Client by any Nursing Personnel assigned to Client under this Agreement, (ii) any bodily injury to or death of any person, or damage to or destruction of any property, directly caused by any willful, wanton or reckless act on the part of BrightStar, its officers or employees, except for any such liabilities, claims, suits, losses damages, costs and expenses resulting from any negligent act or omission on the part of the Client, its officers, employees, agents, or independent contractors, and (iii) any alleged violation of or noncompliance with applicable State, Federal or local laws on the part of Client, its officers or employees, except for any such liabilities, claims, suits, losses damages, costs and expenses resulting from any negligent act or omission on the part of the Client, its officers, employees, agents, or independent contractors. If the bodily injury or damage to any property is the direct or indirect result of some act, failure to act or misdirection or notation in the patient care plan prescribed by Client, then, BrightStar shall be under no obligation to indemnify Client.

9. Client agrees to indemnify and hold harmless BrightStar, its agents, employees, successors and assigns from all liabilities, claims, demands, suits, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of the following claims: (i) any bodily injury to or death of any person, or damage to or destruction of any property, directly caused by any negligent act or omission on the part of Client, its officers or employees, except for any such liabilities, claims, suits, losses damages, costs and expenses resulting from any negligent act or omission on the part of BrightStar, its officers, employees, agents, or independent contractors, (ii) any alleged violation of or noncompliance with applicable State, Federal or local laws on the part of Client, its officers or employees, except for any such liabilities, claims, suits, losses damages, costs and expenses resulting from any negligent act or omission on the part of BrightStar, its officers, employees, agents, or independent contractors.

Client:

Sauk County Health Care Center

Signature:

Jennifer Vosen

Print Name:

Jennifer Vosen

Effective Date:

2/18/19

Title:

Administrator

Addendum A

Joint Commission Policy Statement

BrightStar is committed to providing a higher standard of service and to the delivery of safe, quality patient care. BrightStar complies with the Joint Commission's Standards for Healthcare Staffing Services. As our customer, you can have confidence that the processes within BrightStar support that the supplemental staff working in your organization have met the requirements established by the Joint Commission. To assure compliance with the Joint Commission Standards for Healthcare Staffing Services, BrightStar, provides the customer a written description of the following service features.

Subcontractors - BrightStar will not engage subcontractors to supply "Staff" unless agreed to in advance by the customer.

Floating - Staff may only be placed in assignments that match the job description for which BrightStar assigns them; if a provider is asked to float to another department with the customer, the department must be a like department or unit and the float provider must have demonstrated previous competency and have the appropriate certifications, credentials for that department/unit. Staff should only be floated to areas of comparable clinical diagnoses and acutities.

Competency Review - It is the responsibility of BrightStar to conduct and finalize the pre-employment assessment of the provider's competence based on the techniques, procedures, technology and skills needed to provide care, treatment and services to the populations served by the customer upon completion of the BrightStar orientation. It shall be the responsibility of the customer to cooperate in a review or evaluation of each provider, relative to the provider's ability to perform specific job functions upon completion of employee's assignment or shift. BrightStar relies on the customer's feedback in order to accurately assess and re-assess the competence of the provider on an ongoing basis based on the customer's report of clinical performance.

Orientation of Staff - BrightStar will provide all new Staff with an orientation to the company's policies and procedures. It shall be the responsibility of the client facility to orient assigned Staff to its rules and regulations and to acquaint them with their policies and procedures, including dress code, physical layout, and equipment. It shall also be the responsibility of the client facility to validate the competency and ability of the assigned provider to properly use equipment.

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Communicating Occupational Safety Hazards/Events - It shall be the responsibility of the customer to notify BrightStar within 24 hours of the event; any competency issues, incidents, and/or complaints related to the provider and/or BrightStar. Customer agrees to initiate communication with BrightStar whenever an incident/injury report related to the provider is completed.

Requirements for Staff Specified - The requirements of Staff sent to the customer by BrightStar are to be determined by the customer as part of the written agreement between the two parties. It is BrightStar's obligation to comply with the requirements of the customer by supplying Staff that have the documented competencies, credentials, health screening and experience to satisfy the requirements specified by the customer in order to deliver safe care to the population being served.

Staff Matching Requirements - BrightStar shall verify the provider's licensure, certification, education and work experience to assure they are competent and possess the skills and experience that match requirements for the assignment. Matching the provider's licensure, certification, education and work experience to assure they are competent and possess the skills and experience matching the specified requirements of the assignment may include the use of newly graduated Staff upon the request or approval of the customer. The BrightStar office, located in Madison, WI is open Monday through Friday from the hours of 8:30 a.m. – 5:00 p.m. Our local telephone number is 608-441-8619. Outside of normal business hours, in the event of an emergency please contact us at 608-441-8619. In the event of an emergency, natural disaster or other uncontrollable event, BrightStar will continue to provide service to you through our corporate network from a location where phones and computers are functional. BrightStar will do everything possible to support you in meeting your needs during crisis situation(s). A copy of our Emergency Management Plan is available upon request. Our goal is to always provide you with a consistent level of service. If for any reason you are dissatisfied with our service or the service provided by one of our healthcare professionals, we encourage you to contact the local manager to discuss the issue. BrightStar has processes in place to resolve customer complaints in an effective and efficient manner. If the resolution does not meet your expectation, we encourage you to call our office and our executive team will work with you to resolve your concern. Any individual or organization that has a concern about the quality and safety of patient care delivered by BrightStar healthcare professionals, which has not been addressed by BrightStar management, is encouraged to contact the Joint Commission at www.jointcommission.org or by calling the Office of Quality Monitoring at 630.792.5636. BrightStar demonstrates this commitment by taking no retaliatory or disciplinary action against employees when they do report safety or quality of care concerns to the Joint Commission.