

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this “Agreement”) is entered into by and between **PRIME TIME HEALTHCARE, LLC**, a Nebraska limited liability company (“PTH”), and the following

Client: SAUK COUNTY HEALTH CARE CENTER,
including all subsidiaries and affiliates of such Client, and including but not limited to the locations of such Client as set forth on Schedule No. 1 attached to this Agreement (as such Appendix may be amended or supplemented from time to time (collectively, the “Client”), as of the effective date of

(the “Effective Date”): OCTOBER 31, 2022.

PTH and Client are referred to collectively herein as the “Parties” or individually, as a “Party.”

Client is a health care provider that requires the assistance of supplemental or temporary health care personnel (“Personnel”) from time to time. There are multiple sources of Personnel nationwide, many of which offer services through PTH (each an “Affiliate” and collectively the “Affiliates”). PTH is a managed service provider (“MSP”) that provides vendor management services to assist health care providers coordinate use of multiple Personnel staffing agencies and Affiliates. Client desires to engage PTH as Client’s preferred MSP.

NOW, THEREFORE, in consideration of the promises representations, warranties and covenants made in this Agreement, and other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Services.** Client engages PTH as Client’s preferred MSP to provide to Client Personnel and related services, including certain vendor management services, as more particularly set forth on Exhibit “A” (collectively, the “Services”), all upon the terms and conditions of this Agreement. PTH accepts such engagement. As MSP, PTH shall provide all Services required by Client during the Term, as hereinafter defined. Client shall obtain Personnel through PTH on a preferred basis under this Agreement before seeking such personnel through any other agency not already affiliated with PTH hereunder. Except as otherwise specifically provided in this Agreement, Client shall not accept any Personnel other than from PTH or an Affiliate under this Agreement. Notwithstanding the foregoing, any Personnel working in Client’s facility as of the Effective Date may remain through the term of the contract governing such Personnel’s work at such facility, but such contract shall not be renewed or extended after the Effective Date unless and until PTH has been given the opportunity to fill the position and cannot do so; as soon as reasonably practicable, Client shall notify any such Personnel and any agency through which such Personnel were staffed of the execution of this Agreement, and shall take all steps necessary to terminate or non-renew any contracts under which Personnel are provided as soon as reasonably practicable after execution of this Agreement. In the event Client is contacted by any agency or entity other than PTH seeking to place Personnel with Client, Client shall, without discussing any placements or other matters related to Personnel, direct such agency to PTH and report such contact to PTH immediately. Client may request that PTH contract with such agency as an Affiliate. Notwithstanding the foregoing, PTH shall retain full

discretion regarding Affiliates and all related contracting decisions. PTH shall perform the Services and agrees to devote such time as may be reasonably necessary and use its best efforts in providing the Services; provided, however, nothing herein shall limit PTH from providing similar services to other businesses. Personnel provided to Client by PTH or any Affiliate under this Agreement shall be provided upon the terms and conditions set forth in Exhibit "B," attached hereto and incorporated herein by this reference. PTH shall, in the discharge of its obligations under this Agreement, comply with and abide by, in all material respects, all applicable laws, rules, regulations, requirements, orders, notices, determinations and ordinances of any federal, state or municipal authority, and all other laws, statutes or ordinances which currently exist or may be passed or enacted after the Effective Date.

2. ***Fees.*** For providing the Services hereunder, Client shall pay PTH fees within thirty (30) days of the date of invoice and in accordance with Exhibit "C" (the "Fees"). The Fees for all Personnel provided to Client for an applicable time period shall be consolidated on a single invoice to Client for such time period. Client understands and agrees that with respect to each shift worked or other compensable Personnel time in any given day it is PTH's established practice to round Personnel's compensable time to the nearest quarter hour increment, meaning Personnel time from 1 to 7 minutes shall be rounded down, and thus not counted as hours worked, but Personnel time from 8 to 14 minutes shall be rounded up and counted as a quarter hour (i.e. 15 minutes) of work time. Any Fees (which also include the hiring fee referenced on Exhibit "B") which are not paid within thirty (30) days of being invoiced shall bear interest from the date due, until paid, at the rate of twelve percent (12%) per annum. Any invoiced amounts which are not disputed by Client in good faith by submission of written notice to PTH specifying the basis for such dispute within 30 days of the date of such invoice shall be deemed accurate and accepted by Client and any later objection to such invoice is hereby waived.

3. ***Term and Termination.*** The Initial Term of this Agreement shall commence on the Effective Date and shall continue until the end of the month after the first anniversary of the Effective Date. Thereafter, this Agreement shall automatically renew for successive one (1) year terms, unless sooner terminated as provided for in this Agreement (each a "Renewal Term," and together with the "Initial Term," the "Term"). Notwithstanding the foregoing or any other provision of this Agreement, either Party may terminate this Agreement at any time for any reason or no reason at all upon ninety (90) days prior written notice to the other Party. In the event of any termination of this Agreement PTH shall be entitled to receive, and Client shall pay PTH, Fees which have accrued but are unpaid as of the date of the termination of this Agreement.

4. ***Unfilled Requests.*** In the event PTH is unable to fill any request from Client for staffing a single, specific position after being provided a reasonable amount of time to fill such position (an "Unfilled Position"), then PTH shall, upon receipt of Client's reasonable written request and confirmation that PTH has not timely filled such request, waive its preferred right hereunder solely with respect to the Unfilled Position, thereby allowing Client to staff such request through an agency other than PTH and its Affiliates (an "Outside Agency"), provided such waiver must be made by PTH by e-mail to Client or otherwise in writing, and shall relate only to the specific Unfilled Position. Any and all other requests for staffing made at any time by Client shall be subject to all terms and conditions of this Agreement, including PTH's exclusive

rights hereunder. Any Personnel provided by an Outside Agency for an Unfilled Position under this section shall work at a bill rate no higher than that which Client authorized for PTH under this Agreement for the same position. In the event Client desires to staff an Unfilled Position at a bill rate higher than the bill rate which Client authorized for PTH under this Agreement for such position, then Client shall again grant PTH the preferred right to fill Client's request for Personnel for such Unfilled Position at such higher bill rate. Client shall limit its communication with any Outside Agency to what is reasonably necessary in connection with staffing the relevant Unfilled Position. Client and PTH shall use reasonable efforts to have PTH retain such Outside Agency as an Affiliate hereunder.

5. ***Independent Contractor and Ownership.*** No provision of this Agreement is intended to create any relationship between the Parties other than that of independent entities contracting with each other solely for the purpose of entering into and performing the provisions of this Agreement. No Party, nor any of their respective officers, directors, managers, employees or agents, shall have authority to bind the other Party or be deemed or construed to be the agent, employee or representative of the other Party except to any extent specifically provided in this Agreement. Neither Party, nor any of their employees or agents, shall have any claim under this Agreement or otherwise against the other Party for Social Security benefits, workers' compensation, disability benefits, unemployment insurance, vacation, sick pay or any other employee benefits of any kind. Notwithstanding the foregoing or any other provision of this Agreement (including the attached Exhibits), any Personnel PTH or any Affiliate provides to Client shall perform their duties for Client under the exclusive direction and control of Client and not PTH or any Affiliate.

6. ***Default.*** Client shall be in default hereunder upon occurrence of any one (1) or more of the following events (each an "Event of Default"):

a. Failure by Client to pay PTH any amount due hereunder on or before the due date for such payment;

b. Failure by Client to observe or perform any term or provision of this Agreement (other than an obligation to timely pay Fees to PTH) if such failure is not cured to PTH's satisfaction within a period of ten (10) days after Client's receipt of notice of such failure, except PTH is not required to give such notice and opportunity to cure for any repeat failure by Client to observe or perform the same term or provision of this Agreement or for an emergency;

c. Client's breach or noncompliance with any applicable law affecting or related to the safety and welfare of any Personnel or any of Client's patients or residents;

d. Client's insolvency, failure to generally pay its debts as they become due, failure to provide proof of adequate working capital, failure to timely pay a tax liability, or inability to pay its debts as they become due as reasonably determined by PTH;

e. Commencement of any receivership, bankruptcy, insolvency, arrangement, reorganization, or other debtor-relief proceedings by or against Client, or the dissolution or termination of Client;

f. Entry of any judgment against Client unless the same shall be satisfied or otherwise disposed of to PTH's satisfaction within thirty (30) days of entry of such judgment; or

g. Failure to provide any proof of available funds or money deposit reasonably requested by PTH after PTH becomes aware of any material decline in Client's patient base or profitability or credit score or a major regulatory investigation of Client.

7. ***Remedies.*** Upon any Event of Default hereunder, PTH may, at PTH's election and without demand or notice of any kind, which are hereby waived, suspend performance hereunder, including, in PTH's sole discretion, withdrawing any or all Personnel from Client's facility in addition to any and all other remedies available to PTH at law or in equity.

8. ***Indemnification.***

a. Client shall, and hereby does, indemnify, defend and hold PTH, and its members, directors, officers, managers, owners, and successors harmless from and all claims, judgments, damages, liabilities, penalties, fines, costs and expenses (including without limitation, reasonable attorneys' fees, expert fees and costs of litigation) resulting from claims of unaffiliated third parties made against PTH which directly or indirectly result or arise from: (i) a breach of this Agreement by Client; (ii) any misconduct, negligence, gross negligence or fraud by Client during the Term; (iii) a breach of any representation or warranty made by Client in this Agreement; and (iv) any malpractice, personal injury or any other claims arising out of or relating to any act or omission of Personnel which occurred while such Personnel was working for Client.

b. PTH shall, and hereby does, indemnify, defend and hold Client, and its members, shareholders, directors, officers, managers, and successors harmless from any and all claims, judgments, damages, liabilities, penalties, fines, costs and expenses (including without limitation, reasonable attorneys' fees, expert fees and costs of litigation) resulting from claims of unaffiliated third parties made against Client which directly or indirectly result from: (i) a breach of this Agreement by PTH; (ii) any misconduct, negligence, gross negligence or fraud by PTH during the Term; or (iii) a breach of any representation or warranty made by PTH in this Agreement.

c. The indemnification provisions and obligation of each Party set forth in this Section 8 shall survive termination of this Agreement. Notwithstanding any other provision of this Agreement, no indemnitor hereunder shall be liable, through any indemnity in this Agreement, for attorney fees or other costs: (i) incurred by the indemnified Party before a tender of defense is made to the indemnitor unless such costs are needed due to an emergency or to court deadlines; or (ii) for time of directors or employees of the indemnified Party.

9. ***Confidentiality.*** Each Party acknowledges that information regarding the other Party and its business operations, including, but not limited to, procedures, policies, programs, billing codes and system, reimbursement schedules, contracts, business plans and such other business records as either Party may provide to the other are proprietary and confidential. Each Party agrees to hold such information in strict confidence and not to disclose or make available

such information to any third party, except as required by law. This provision shall survive termination of this Agreement.

10. ***Excluded Provider Warranty.*** Each Party hereby represents and warrants that it is not now and at no time has been excluded from participation in any federally funded health care program, including Medicare and Medicaid, nor has either Party been debarred from any federal procurement or non-procurement program. Each Party hereby agrees to immediately notify the other of any threatened, proposed or actual exclusion from any federally funded health care program, including Medicare and Medicaid, or debarment from federal procurement or non-procurement programs. In the event that either Party is excluded from participation in any federally funded health care program or debarred from a federal procurement or non-procurement program during the Term of this Agreement, or if at any time after the Effective Date it is determined that a Party is in breach of this Section 10, then this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate. Each Party shall indemnify the other for any and all damages arising from this Agreement which result from its exclusion from any federally funded health care program, including Medicare and Medicaid, or debarment from any federal procurement or non-procurement program.

11. ***Access to Books and Records.*** Until the expiration of four (4) years after the furnishing of the Services provided under this Agreement, each Party shall make available to the Secretary, United States Department of Health and Human Services, and the United States Comptroller General, and their representatives, a copy of this Agreement and such books, documents and records of that Party that are necessary to certify the nature and extent of any cost incurred by either Party. If a Party carries out the duties of the Agreement through a subcontract worth Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period with a related organization, the subcontract shall contain a clause placing the same obligations on subcontractor as this clause places on that Party. Client shall immediately notify PTH of its receipt of any such request for this Agreement and any other books, documents and records and shall provide PTH with copies of any such materials. In the event this Agreement is not subject to the provisions of 42 U.S.C. 1395x(v)(1)(I) and 42 C.F.R. 420.300 et seq. or relevant regulations, this section shall be null and void.

12. ***Notice.*** Any notice to be provided hereunder to either Party shall be communicated by written notice to the other Party hereto. Said notice shall be deemed to have been duly given when hand delivered to the Party or upon receipt if either mailed by United States certified mail, return receipt requested, postage prepaid, or mailed by nationally recognized overnight courier (with all fees prepaid), in each case addressed to the Party's address set forth on the signature page of this Agreement.

13. ***LIABILITY LIMITS AND DISCLAIMER OF WARRANTY.*** EXCEPT FOR EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES OR RELIES UPON ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, USAGE OF TRADE OR COURSE OF DEALING).

EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER PARTY IN CONTRACT OR IN TORT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, WILLFUL MISCONDUCT, STRICT LIABILITY, OR OTHERWISE (A) FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES OF ANY KIND OR CHARACTER (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, REVENUES OR PROFITS) WHETHER SUFFERED BY A PARTY OR ANY THIRD PARTY, OR (B) FOR ANY LOSS OR DAMAGE OF ANY KIND OR NATURE TO THE EXTENT ARISING OUT OF THE SOLE OR CONTRIBUTORY NEGLIGENCE OF THE OTHER PARTY- OR ANY OF ITS REPRESENTATIVES OR AGENTS, OR ANY THIRD PARTY, REGARDLESS OF WHETHER ANY SUCH DAMAGE DESCRIBED IN THE FOREGOING CLAUSE (A) OR (B) WAS FORSEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. *Provision of Payment and Documentation.*

a. Client shall pay PTH at PTH's address in Omaha, Nebraska or such other address as PTH may provide in writing from time to time. Client agrees this Agreement is being accepted by PTH in Nebraska. PTH shall supply the documentation listed in Exhibit B, Paragraph 1, under PTH Responsibilities, from a Nebraska office of PTH and shall, in accordance with and for times consistent with PTH's policies in place from time to time, store copies of licenses and certifications and applications in its Nebraska office.

b. In accordance with the requirements of Section 274(e)(3) of the Internal Revenue Code ("IRC") the Client shall reimburse PTH for substantiated meals and incidental expenses, including travel and housing expenses, which are sometimes referred to as "per diems" ("M&IE"), paid or incurred in connection with Personnel's performance of services for Client. PTH shall send Client a statement indicating the amount paid to Personnel as a reimbursement of Personnel's M&IE, along with a copy of the documentation that Personnel had originally provided to PTH to substantiate such M&IE, which documentation shall meet the requirements of Section 274(d) of the IRC. Client shall accept such substantiation of M&IE submitted by PTH and acknowledges that the portion of its periodic payment to PTH equal to the amount that PTH paid to reimburse Personnel's M&IE is paid under a "reimbursement or other expense allowance arrangement" with PTH; within the meaning of Section 274(e)(3) of the IRC and is subject to Section 274(n) of the IRC which limits Client's deduction under Section 162(a)(2) of the IRC for the M&IE of Personnel. Client further acknowledges that Client bears the expense of the M&IE of Personnel and PTH is not subject to the limitation imposed by Section 274(n) of the IRC. Neither PTH nor Client shall deduct M&IE as compensation on original tax returns or treat M&IE as wages for withholding purposes. The Parties intend that this Section 14(b) satisfy the requirements of Rev. Rul. 2008-23 (or any applicable guidance replacing it) Situation 2, and this Agreement shall be interpreted in accordance therewith.

15. *Equal Employment Opportunity.* PTH is an Equal Employment Opportunity Employer. Neither PTH, nor Client, shall discriminate against any individual with respect to his

or her compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, sexual orientation, gender, gender identity, gender expression, genetic characteristic, national origin, age, disability, medical condition, marital status, veteran status, status as a member of the Uniformed Services as defined in 31 U.S.C. § 3701(a)(7), or any other status protected by law.

16. ***HIPAA Compliance.***

a. This Agreement shall be subject to the following conditions in compliance with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C § 1320d 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"):

b. The Parties understand that Personnel, in the performance of their 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 Personnel only, and that neither PTH nor its Affiliates shall require or request access to any individually identifiable patient information of Client.

c. Client shall designate Personnel as members of its "workforce," as such term is defined in the Privacy Regulation, for purposes carrying out Personnel's duties for Client, thereby eliminating the need for PTH or its Affiliates to enter into a Business Associate Agreement with Client. Designating Personnel as members of Client's "workforce" shall be for purposes of HIPAA compliance only, and shall not be construed as altering PTH's or its Affiliates' obligation to pay wages and benefits, administer benefit programs, withhold and remit income and payroll taxes, or any other obligation of PTH or its Affiliates as the employer of Personnel.

d. As a member of Client's workforce, Personnel 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 Personnel to effectively perform the duties assigned to Personnel, such access being under the direction and control of Client. Personnel shall use this information only as needed for the performance of their assigned duties and shall not use such information for any other purpose. In addition, Personnel will not disclose or use any information Personnel may receive or develop as a result of contacts with Client's patients for any purpose other than necessary to perform their assigned responsibilities.

e. Personnel shall be subject to Client's policies and procedures governing the privacy and security of protected health information ("PHI") of Client's patients. PTH or its Affiliates will provide Personnel with basic HIPAA informational training prior to assignment with Client. Client shall be solely responsible for providing the necessary facility-specific training to Personnel at the time of hire as required by HIPAA and consistent with the training provided to other members of Client's workforce.

17. ***Modification in Writing and Entire Agreement.*** Any modification of the terms of this Agreement must be in writing and signed by all Parties. This Agreement (which includes the exhibits) contains the entire understanding of the Parties in respect to its subject matter and supersedes all prior agreements and understandings between or among the Parties with respect to such subject matter.

18. ***Binding Effect.*** The rights and obligations of this Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns. Each Party represents and warrants that it has legal authority to execute and deliver this Agreement and upon such execution this Agreement constitutes the valid and binding legal obligation of each Party.

19. ***Assignment.*** This Agreement may not be assigned or delegated by either of the Parties except upon the prior written consent of the other Party; provided, however, that PTH may, without the prior written consent of Client, assign this Agreement to any of its direct or indirect subsidiaries now or hereafter existing, or to any of its successors by merger, operation of law, or sale of all or substantially all of its equity interests or assets.

20. ***Interpretation.*** The captions and headings throughout this Agreement are for convenience and reference only, and shall not in any way be held or deemed to interpret, define, modify or add to the meaning, scope or intent of any provision of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

21. ***Survival.*** Sections 5 and 7 through 30 of this Agreement, and any obligation of Client to pay Fees or other sums owed to PTH, and any provision of this Agreement or the attached exhibits which by their terms are intended to survive the Term of this Agreement, shall survive the termination of this Agreement.

22. ***Force Majeure.*** Neither Party shall be liable to the other in damages nor shall this Agreement be terminated nor a default be deemed to have occurred because of any failure to perform hereunder caused by a Force Majeure Event. For purposes of this section, a Force Majeure Event shall mean a fire, earthquake, flood, explosion, casualty, strike, unavoidable accident, riot, insurrection, civil disturbances, act of public enemy, embargo, war, act of God, inability to obtain labor, materials or supplies, any outbreak of disease, and any governmental regulation, order, restriction or prohibition, or any other similar cause beyond a Party's control. Notwithstanding the foregoing or any other provision of this Agreement, a Force Majeure Event shall not excuse, relieve, or cause any delay with respect to, Client's obligation to timely pay PTH any Fee or other sum owed to PTH under this Agreement.

23. ***Recitals.*** All exhibits, schedules, and recitals set forth above or attached hereto are an integral part of this Agreement and are specifically incorporated herein.

24. ***Counterparts.*** This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original. Delivery of an executed counterpart signature page of this Agreement, by facsimile, electronic mail in portable document format

(.pdf) or by any other electronic means has the same effect as delivery of an executed original of this Agreement.

25. ***Alternative Dispute Resolution.*** Except for claims for payment of past due amounts owed to PTH under this Agreement, unjust enrichment, ratification of account or account stated, and liens, alter ego or entity claims related to unpaid amounts owing to PTH or claims for equitable relief as described in Section 28 of this Agreement, in the event of a dispute, claim or controversy arising out of or relating to this Agreement or an alleged breach thereof (a “Dispute”), the Parties agree to exclusively attempt to resolve such Dispute through the alternative dispute resolution process set forth in this Section 25 prior to the filing and initiation of any litigation. A Party shall send written notice to the other Party of any Dispute (the “Dispute Notice”). The Parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between themselves, including not fewer than two (2) virtual, teleconference or in-person negotiation sessions attended by at least one executive officer of each Party. In the event that such Dispute is not resolved on an informal basis within ten (10) business days after one Party delivers the Dispute Notice to the other Party, whether the negotiation sessions take place or not, either Party may, by written notice to the other Party (the “Escalation Notice”), refer such Dispute to the highest ranking executives of each Party (the “Executives”). If the Executives cannot resolve any Dispute during the time period ending thirty (30) days after the date of the Escalation Notice (the last day of such time period, the “Mediation Date”), then either Party may initiate mediation. At any time after the Mediation Date, the Parties may submit the Dispute to any mutually agreed to mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the Dispute and the relief requested. The Parties shall cooperate with one another in selecting a mediation service, and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The Parties covenant that they will use commercially reasonable efforts in participating in the mediation. The Parties agree that the mediator’s fees and expenses and the costs incidental to the mediation will be shared equally between the Parties.

26. Governing Law, Jurisdiction and Waiver of Jury Trial.

a. This Agreement shall be governed and interpreted under the laws of the State of Nebraska without application of its conflict of laws principles or any statute or rule which would apply the law of any jurisdiction other than the State of Nebraska. Each Party agrees to submit to the jurisdiction of the federal and state courts of Douglas County, Nebraska. Subject to and after completion of the dispute resolution and mediation process set forth in Section 25, if applicable, any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought exclusively in the state and federal courts having jurisdiction in Douglas County, Nebraska, and each Party hereby consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue or defense of inconvenient forum relating to such venue.

b. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY EXHIBITS ATTACHED TO THIS AGREEMENT, OR THE

TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

27. **Waiver.** Failure of either Party to demand strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment by either Party of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

28. **Equitable Relief.** Each Party acknowledges and agrees that (a) a breach or threatened breach of the following provisions of this Agreement would give rise to irreparable harm to PTH or Client for which monetary damages would not be an adequate remedy: (i) the preferred rights granted to PTH as provided in Section 1 or Section 4 of this Agreement; (ii) Section 4 of Exhibit B under PTH Responsibilities; (iii) Section 5 of Exhibit B under Client Responsibilities; or (iv) the confidentiality obligations set forth in this Agreement; and (b) if a breach or a threatened breach of any such provisions of this Agreement occurs, PTH or the Client will, in addition to any and all other rights and remedies that may be available to it at law, at equity, or otherwise in respect of such breach, be entitled to immediate equitable relief, including but not limited to a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to (A) post a bond or other security, or (B) prove actual damages or that monetary damages will not afford an adequate remedy. Each Party agrees that it shall not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case consistent with the terms of this Section 28.

29. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

30. **Maximum Liability.** IN NO EVENT SHALL PTH'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, DEMANDS, COSTS, LOSSES, DAMAGES OR OTHER POTENTIAL OR ACTUAL EXPENSES WHICH ARE IN ANY WAY RELATED, DIRECTLY OR INDIRECTLY, TO THE EXECUTION, PERFORMANCE OR SUBJECT MATTER OF THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), UNJUST ENRICHMENT OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO PTH PURSUANT TO THIS AGREEMENT IN THE ONE (1) YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

[SEPARATE SIGNATURE PAGE(S) TO FOLLOW]

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

PTH:

COMPANY NAME: PRIME TIME HEALTHCARE, LLC
Company Type: a Nebraska limited liability company

Authorized Signature: _____

Print Name: _____

Print Title: _____

Address for Notice: _____

CLIENT:

COMPANY NAME: Sauk County Health Care Center
Company Type: _____

Authorized Signature: _____

Print Name: _____

Print Title: _____

Address for Notice: _____

PERSONNEL AND VENDOR MANAGEMENT SERVICES

PTH shall perform and shall contract with Affiliates to perform the following services in connection with this Agreement. PTH shall use reasonable efforts to:

1. Recruit and retain qualified, competent Personnel, and make such Personnel available as required by Client and in accordance with Client specifications, for Client's Personnel staffing needs;
2. Be responsible for all activities relating to the employment and/or contracting of Personnel, including, without limitation, recruiting, screening, hiring, disciplining, and compensating such Personnel;
3. Make available to Client and, to the extent required by law, governmental agencies, all Personnel documentation upon reasonable request;
4. Be solely responsible for all payments to Personnel, including, without limitation, all payments, wages, applicable benefits, insurance coverage, withholding of appropriate taxes, and compliance with all worker and labor compensation laws;
5. Ensure that Personnel meet at least the following requirements and be able to provide the appropriate documentation verifying same upon reasonable request by PTH or Client ("Qualified" shall describe Personnel meeting at least the following requirements):
 - a. Have on file a true and correct resume or application;
 - b. Have current license, registration, or certification (as applicable) with primary source verification through the respective issuing body;
 - c. Have criminal background check and written verification obtained annually that such Personnel is not an Excluded Provider or forbidden from providing services pursuant to any federal or state program (e.g., Medicare/Medicaid);
 - d. Have satisfactory evidence of good standing in all states in which such Personnel is licensed prior to practice in that state on behalf of Client; and
 - e. Any other documentation specifically requested by Client, which may include:
 - i. current CPR card;
 - ii. recent performance evaluation(s);
 - iii. passing scores on skills inventories, including specialty skills for areas to which such Personnel will be assigned;
 - iv. verification of recent work references;
 - v. documentation of Hepatitis B vaccination or declination;
 - vi. other immunizations as reasonably requested by Client;
 - vii. certifications required for specialty areas;
 - viii. documentation of annual regulatory training such as HIPAA, OSHA, etc.;

- ix. evidence of satisfactory health status and ability to perform the essential functions of the job certified by a qualified health care provider and in accordance with state regulations; and
 - x. minimum experience;
- 6. Assist Client in meeting certification standards including, but not limited to, the standards of The Joint Commission;
- 7. Comply with all applicable law, and ensure that all Personnel comply with applicable laws;
- 8. Require that Personnel who render services to Client shall comply with all local, state, and federal laws and regulations applicable to such Personnel and/or such Client, as well as all rules, policies and procedures implemented or adopted by Client and Client throughout Personnel's service to Client;
- 9. Use all available resources to replace Personnel on a timely basis in order to fulfill the remainder of an assignment when Personnel has been dismissed by Client due to Personnel's unsatisfactory performance;
- 10. Have and maintain: (i) an insurance policy providing comprehensive liability coverage on an occurrence basis covering professional employees, independent contractors, and agents, in the minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate of all claims; (ii) an insurance policy providing commercial general liability insurance coverage on an occurrence basis in the minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate of all claims (collectively, the "Insurance Coverage"); and
- 11. Upon reasonable request, provide Client with certificates issued by the insurance policy carrier or its agent evidencing that the Insurance Coverage is in effect.

TERMS AND CONDITIONS

PTH RESPONSIBILITIES:

1. PTH shall conduct and supply criminal background checks, drug testing, skills checklist, application, education, professional references, copies of license and certifications, performance evaluations, and health records/immunizations.
2. PTH shall help locate qualified candidates for the positions requested. PTH does not guarantee that all requests for Personnel will be filled.
3. PTH shall comply with all applicable federal and state laws, and all reasonable written standards and policies set by Client which are provided to PTH in advance of placement of the applicable Personnel.
4. PTH shall not recruit or solicit Client employees during the Term of this Agreement, but, for clarification purposes, the foregoing restriction does not prevent the hiring of employees who, on an unsolicited basis, initiate an employment inquiry with PTH or who respond to a general hiring ad in any form of media which is not targeted to Client employees.

CLIENT RESPONSIBILITIES:

1. Client shall submit all requests for Personnel through the appropriate PTH electronic system.
2. Provided the appropriate notice required by Section 12 of this Agreement has been given, requests for Personnel may be cancelled by Client prior to the start date without penalty. Unless otherwise provided in the Agreement, in the event Client opts to cancel a request for Personnel whom have already started, Client shall provide notice of cancelation at least four (4) weeks prior to the final date of services to be provided by the Personnel. If less than the required notice is provided, Client shall be billed and pay for the total of four (4) weeks of thirty-six (36) hour/week services or forty (40) hour/week services.
3. Client shall provide such facilities, tools, equipment and furniture on its premises that are reasonably necessary for Personnel to provide services as required by Client.
4. Client shall authorize Personnel time worked on timesheets in a form acceptable to PTH at its sole discretion. Client is responsible for verifying hours worked by Personnel. All time records submitted to PTH by Client must be signed by a representative of Client and must accurately report hours worked and not worked. By the signature of such Client representative on any pay record, Client shall be liable for any incorrect payments to Personnel which are based on such pay record submitted to PTH.

5. Client shall not recruit or solicit PTH employees during the Term of this Agreement. Client shall not contract directly with any Affiliate of PTH, or indirectly with any Affiliate through any business other than PTH, for the provision of Personnel during the Term of this Agreement or for a period of one (1) year thereafter. Upon request, Client may ask to see or view the list of PTH's Affiliates.
6. Client, its subsidiaries, sister facilities, or any affiliated entities shall notify PTH of any issues or problems regarding Personnel immediately. Client shall provide PTH copies of documentation and/or written descriptions of any incidents involving Personnel.
7. Client shall determine and establish Personnel clinical competence during the initial orientation period for Personnel and on an ongoing basis during the term of such Personnel's work with Client. Client acknowledges and agrees Client shall be responsible for selection of Personnel presented by PTH or an Affiliate under this Agreement.
8. Client shall orient Personnel to its facility, including its rules, regulations, policies, procedures, physical layout, emergency protocol, emergency evacuation and equipment on any unit to which any Personnel is assigned. Personnel time spent in orientation shall be billable by PTH and paid by Client. The length and extent of orientation for Personnel shall be determined by Client. However, it is generally recommended that orientation consist of at least one full shift and include a tour of the facility where Personnel will be assigned and a sufficient amount of time deemed necessary or appropriate by the Client in order to ensure a safe working environment which satisfies the Occupational Safety and Health Act of 1970, as amended, and regulations and guidelines thereunder ("OSHA") and applicable state and local laws and regulations. Without limiting the foregoing, Client will: (i) provide Personnel with appropriate safety and training information in a language Personnel can understand and Client shall also provide Personnel with Personal Protective Equipment (PPE), including but not limited to masks and face shields for COVID-19 prevention and any information regarding when PPE must be used, as well as how to put on, take off, adjust, wear, and use PPE; (ii) train, certify, evaluate, and orient all Personnel in all safety and Injury Illness and Prevention Programs, hazard communication programs (Labels and Safety Data Sheet information, etc.) and operational instructions—in the same manner as Client trains, certifies, evaluates and orients Client's employees, and as required by law, including, but not limited to, all OSHA and applicable state safety requirements, guidelines and standards; (iii) provide PTH upon request with documentation establishing that such site-specific safety training and instruction was conducted for Personnel and the subject matters which were covered with Personnel; and (iv) immediately notify PTH of any OSHA inspection or request for information by OSHA which applies to areas in which Personnel are assigned or work..
9. Client guarantees that every week any Personnel provided by PTH or an Affiliate under this Agreement shall be scheduled a minimum of thirty-six (36) paid hours per week if such Personnel is working twelve (12) hour shifts or a minimum of forty (40) paid hours per week if such Personnel is working eight (8) or ten (10) hour shifts (the "Hourly Minimum"); provided, however, guaranteed hours will not apply any week(s) Personnel

calls in sick, leaves early, or misses work for any personal issues or additional reasons given by Personnel for time off.

10. Client shall assign Personnel only to clinical and facility occupational areas where such Personnel believe they possess the experience, certification, and competencies to perform the job in conformance with any applicable licensing and accreditation standards. Client shall not require Personnel to work in an area that such Personnel does not feel qualified, specifically including not floating Personnel to areas outside of such Personnel's qualifications.
11. Client shall complete such performance evaluations of any Personnel as are reasonably requested by PTH and return such evaluation to PTH within the timeframe requested by PTH.
12. Client shall, as soon as reasonably practicable, but in any event within one (1) day, contact PTH, and then, if necessary, any applicable Affiliate, to communicate and provide a written description and copies of any issues, problems, disciplinary actions, performance-related issues, injuries, incidents, depositions, complaints, grievances or lawsuits related to Personnel. Such written description shall include Personnel name, date of discipline, reason for discipline, all facts regarding the discipline, and any documents requested by PTH related to or involving such Personnel.
13. Client shall have the authority to terminate the assignment of Personnel for reasonable cause. Such termination shall require immediate, written notification from Client to PTH (and if applicable, any Affiliate), and Client shall supply PTH and any applicable Affiliate with supporting documentation and any other information reasonably requested by PTH or such Affiliate with respect to such termination. "Reasonable cause" is defined as misconduct, insubordination, attendance or performance issues, drug abuse, or direct violation of Client's handbook, policies, and procedures which were provided to Personnel. With respect to the termination of the assignment of Personnel for any reason other than reasonable cause, the Client shall pay PTH the remaining hours in such Personnel's temporary assignment with Client based on Personnel's standard schedule and housing costs as set forth in PTH's contract with such Personnel..
14. Client understands and agrees PTH does not and will not guarantee a successful outcome of any assignment or Personnel provided under this Agreement.
15. Client shall comply with all applicable federal, state, and local laws.
16. Client agrees that all information received from PTH (including but not limited to the terms of this Agreement and Fees) shall be regarded strictly confidential, shall not be disclosed to any person or entity except as necessary for Client to fulfill its obligations under this Agreement and shall be solely used in connection with Client's performance under this Agreement.
17. Client shall review, approve (by Client signature), and provide all timecards to PTH no later than 5:00 p.m. Central Time on the Monday following the week during which the services were provided.

18. During the Term of this Agreement and for one (1) year after its termination, neither Client nor its affiliates will, directly or through an organization other than PTH, either employ any Personnel provided by PTH or through one of its Affiliates or attempt to induce any Personnel provided by PTH or through one of its Affiliates to work for Client or any of its affiliates; provided, however, that in the event services are needed or requested by Client to fill permanent full-time staff, then for each full-time staff referred by PTH or its Affiliate who is hired by Client or its affiliate, Client shall pay PTH a direct hire or hiring fee of twenty percent (20%) of any such hiree's first year annual base salary. Such placements include any and all (entry to top level health care professionals) requested. The direct hire fee shall be reduced by one percent (1%) for every week the applicable hiree spent on temporary assignment with Client. After the completion of twenty (20) weeks, if any Personnel choose to sign-on with Client on a full-time basis, there will be hiring no charge.

Any direct hire fee is due within sixty (60) days of the hiree's full-time start date. PTH guarantees employment of the full-time hiree referred by PTH for a period of sixty (60) days beginning on the hiree's start date of full-time employment. In the event Client terminates or such employee discontinues employment within this sixty (60) day period for any reason, then PTH will fully refund the hiring fee paid by Client for the referral of such employee and PTH will attempt to locate another professional to fill the position of any such and if another such professional referred by PTH is hired by Client for such position then the Client shall pay PTH the applicable hiring fee set forth in the immediately prior paragraph; provided, however, PTH is not liable, or obligated to deliver a replacement. Client's obligation to pay PTH any hiring fee pursuant to this Section shall survive any termination of this Agreement.

19. During the time period of a Personnel assignment with Client the Client shall not remit payment for such Personnel to any company other than PTH. If PTH submits a candidate to Client to fill a position as requested by Client, and the same candidate is later submitted by another vendor for the same position, if Client selects that candidate Client must do so using PTH under this Agreement.

FEES

See attached Traveler Rate Sheet.

SCHEDULE NO. 1
LOCATIONS

The Client includes, but is not limited to, each of the following locations (and such list may be modified and supplemented by the Parties from time to time by attaching a revised, updated list to this Agreement (signed and dated by the Parties below), but the failure to include on such list, or the failure to update any list to include, any location where Services are provided shall not adversely affect the rights of either Party under this Agreement):

Name of Location

Address of Location

If the above list is revised or updated after the Effective Date, the Parties shall sign and date below:

PRIME TIME HEALTHCARE, LLC

CLIENT

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

CLIENT SERVICES AGREEMENT ADDENDUM

THIS CLIENT SERVICES AGREEMENT ADDENDUM IS entered into the current **CLIENT SERVICE AGREEMENT** signed between **PRIME TIME HEALTHCARE, LLC**, a Nebraska limited liability company (“PTH”), and the following

Client: SAUK COUNTY HEALTH CARE CENTER

THE FOLLOWING HAS BEEN ADDED TO THE CURRENT CLIENT SERVICES AGREEMENT

1. Client may cancel or terminate a Traveler Assignment or Local Long Term Assignment without cost or penalty by providing notification at least two (2) weeks before the start date of the Traveler Assignment or Local Long Term Assignment. If cancellation notification is not provided at minimum two weeks before start date of the Traveler Assignment, client will be billed for four weeks of guaranteed, weekly hours at the contracted bill rate to assist with any costs accrued by the clinician and PTH.

Unless otherwise provided in the Agreement, in the event Client opts to cancel a request for Personnel whom have already started a temporary assignment with Client, then Client shall provide PTH written notice of cancelation at least four (4) weeks prior to the final date of services to be provided by the Personnel. If less than the required notice is provided, Client shall be billed and pay for the total of four (2) weeks of thirty-six (36) hour/week services or forty (40) hour/week services, whichever is applicable based on the schedule for such affected Personnel.

CLIENT:

Name:

Title:

Date:

PRIME TIME HEALTHCARE:

Name:

Title:

Date: